

Michael S. Davis
Greg M. Bernhard
Mary G. McCarthy
ZEICHNER ELLMAN & KRAUSE LLP
575 Lexington Avenue
New York, New York 10022
(212) 223-0400
Attorneys for Petitioner,
National Union Fire Insurance Company of Pittsburgh, Pa.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

NATIONAL UNION FIRE INSURANCE COMPANY OF
PITTSBURGH, PA, on behalf of itself and each of the
related insurers that provided insurance to respondents,

Petitioner,

- against -

EXCEL STAFFING SERVICES INC. and its affiliated
entities,

Respondent.

Case No.: 08 CIV 7249 (SAS)

**DECLARATION IN SUPPORT
OF ORDER TO SHOW CAUSE**

STATE OF NEW YORK,
COUNTY OF NEW YORK.

GREG M. BERNHARD, pursuant to 28 U.S.C. §1746, declares:

1. I am an attorney admitted to practice before this Court and an associate with Zeichner Ellman & Krause LLP, attorneys for Petitioner National Union Fire Insurance Company of Pittsburgh, Pa. ("National Union"). I make this Declaration in support of National Union's request for an Order to Show Cause to compel arbitration and to appoint an arbitrator to serve in the arbitration.

2. Submitted herewith is National Union's petition to appoint an arbitrator and to compel arbitration (the "Petition").

3. Annexed to the Petition as Exhibit 1 is the Demand for Arbitration dated June 23, 2008 served by National Union upon Respondent.

4. Annexed to the Petition as Exhibit 2 is a copy of the certified return receipt signed by Peggy Butcher.

5. Annexed to the Petition as Exhibit 3 are the ARIAS resumes of six individuals from the ARIAS Umpire list.

6. Annexed to the Petition as Exhibit 4 is the unpublished decision of the New York Supreme Court in National Union v. Dyneer.

7. Annexed to the Petition as Exhibit 5 is a copy of the Corporation Annual Report and Certificate of Disclosure filed by Excel Staffing Services, Inc. on or about July 17, 2007 from the Arizona Corporation Commission website (<http://www.azcc.gov>).

REASON FOR MOVING BY ORDER TO SHOW CAUSE

8. National Union served the Demand for Arbitration dated June 23, 2008, asserting claims for all amounts owed to it as reimbursement, expenses, fees, premiums, damages or as security pursuant to the Payment Agreement.

9. National Union moves by Order to Show Cause because Section 4 of the Federal Arbitration Act (9 U.S.C. §4) provides that the motion to compel arbitration be heard on five days' notice.

NO PRIOR APPLICATION

10. No prior application has been made for the relief requested herein.
11. I declare under penalties of perjury that the foregoing is true and correct.

Dated: August 14, 2008



GREG M. BERNHARD

Michael S. Davis
Greg M. Bernhard
Mary G. McCarthy
ZEICHNER ELLMAN & KRAUSE LLP
575 Lexington Avenue
New York, New York 10022
(212) 223-0400

JUDGE SCHEINDLIN
'08 CIV 7249

Attorneys for Petitioner,
National Union Fire Insurance Company of Pittsburgh, Pa.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

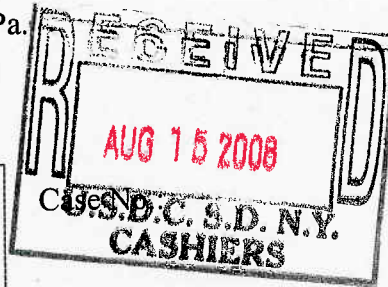
NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA,
on behalf of itself and each of the related
insurers that provided insurance to respondents,

Petitioner,

- against -

EXCEL STAFFING SERVICES INC. and its affiliated
entities,

Respondent.



**PETITION TO COMPEL
ARBITRATION AND TO
APPOINT AN ARBITRATOR**

STATE OF NEW YORK,
COUNTY OF NEW YORK.

Petitioner, National Union Fire Insurance Company of Pittsburgh, Pa. ("National Union"), on behalf of itself and each of the related insurers that provided insurance coverage to Respondent, by its attorneys Zeichner Ellman & Krause LLP, as and for its petition to appoint an arbitrator to serve in the arbitration between National Union, and Respondent Excel Staffing Services Inc. and its affiliated entities ("Excel"), avers upon information, as follows:

This Court has subject matter jurisdiction over this matter due to the diversity of citizenship of the parties, under 28 U.S.C. § 1332(a)(1). It is a dispute between citizens of different states and the amount in controversy is more than \$75,000.

Petitioner National Union is a corporation existing under the laws of Pennsylvania, with offices and principal places of business in the Southern District of New York.

Respondent Excel is a corporation organized and existing under the laws of Arizona, with an office and principal place of business in Arizona.

Respondent is subject to the personal jurisdiction of this Court.

**THE INSURANCE PROGRAM
AND BACKGROUND FACTS**

1. Commencing on or about December 31, 2004 and thereafter, National Union and Excel entered into those certain agreements that are collectively annexed hereto as Exhibit 1, Demand Exhibit A. Those agreements, together with any applicable schedules and addenda, are referred to herein collectively as the "Program Agreements."

2. Pursuant to the Program Agreements, National Union issued policies of workers compensation insurance for the benefit of Excel and its employees.

3. The Program Agreements provide that Excel will pay certain amounts for premiums, losses, fees, and other expenses, and that Excel will also provide certain security to National Union on account of such obligations.

4. The Program Agreements explicitly contain broad arbitration clauses, requiring that any disputes be submitted to arbitration.

**DEMAND FOR ARBITRATION
AND EXCEL'S DEFAULT**

5. By Demand for Arbitration dated June 23, 2008 (the "Demand"), National Union served a demand, in accordance with the Program Agreements, on Excel demanding, *inter alia*, that the dispute concerning unpaid amounts due to National Union be submitted to arbitration and that Excel appoint an arbitrator within thirty days. A copy of such Demand is attached as Exhibit 1.

6. The Demand was received by Excel on June 26, 2008, as evidenced by the certified mail return receipt signed by Peggy Butcher. See, Exhibit 2.

7. The Insurance Program Agreements contain an arbitration clause (the "Arbitration Clause") that provides:

We will review the disputed items promptly and provide *You* with further explanations, details, or corrections. *You* must pay us the correct amounts for the disputed items within 10 days of agreement between *You* and us about their correct amounts. Any disputed items not resolved within 60 days after our response to *Your* written particulars must immediately be submitted to arbitration as set forth below. With our written consent, which shall not be unreasonably withheld, *You* may have reasonable additional time to evaluate our response to *Your* written particulars.

So long as *You* are not otherwise in default under this Agreement, we will not exercise our rights set forth under "What May We Do in Case of Default?", pending the outcome of the arbitration on the disputed amount of *Your Payment Obligation*.

What about disputes other than disputes about payment due?

Any other unresolved dispute arising out of this Agreement must be submitted to arbitration. *You* must notify us in writing as soon as *You* have submitted a dispute to arbitration. We must notify *You* in writing as soon as we have submitted a dispute to arbitration.

Arbitration Procedures

...

Qualifications of arbitrators: Unless *You* and we agree otherwise, all arbitrators must be executive officers or former executive officers of property or casualty insurance or reinsurance companies or insurance brokerage companies, or risk management officials in an industry similar to *Yours*, domiciled in the United States of America not under the control of either party to this Agreement.

How the arbitration must proceed: The arbitrators shall determine where the arbitration shall take place. The arbitration must be governed by the United States Arbitration Act, Title 9 U.S.C. Section 1, et seq. Judgment upon the award rendered by the arbitrators may be entered by a court having jurisdiction thereof.

You and we must both submit our respective cases to the arbitrators within 30 days of the appointment of the third arbitrator. The arbitrators must make their decision within 60 days following the termination of the hearing, unless *You* and we consent to an extension. The majority decision of any two arbitrators, when filed with *You* and us will be final and binding on *You* and on us.

The arbitrators must interpret this Agreement as an honorable engagement and not merely a legal obligation. They are relieved of all judicial formalities. They may abstain from following the strict rules of law. They must make their award to effect the general purpose of this Agreement in a reasonable manner.

The arbitrators must render their decision in writing, based upon a hearing in which evidence may be introduced without following strict rules of evidence, but in which cross-examination and rebuttal must be allowed.

The arbitrators may award compensatory money damages and interest thereupon. They may order *You* to provide collateral to the extent required by this Agreement. They will have exclusive jurisdiction over the entire matter in dispute, including any question as to its arbitrability. However, they will not have the power to award exemplary damages or punitive damages, however denominated, whether or not multiplied, whether imposed by law or otherwise.

Expenses of Arbitration: *You* and we must each bear the expense of our respective arbitrator and must jointly and equally bear with each other the expense of the third arbitrator and of the arbitration.

This Section will apply whether that dispute arises before or after termination of this Agreement.

See, Exhibit 1, Demand Exhibit A at A 008-009 (emphasis added). The Addendum specifically provides that:

How arbitrators must be chosen: You must choose one arbitrator and we must choose another. They will choose the third. If you or we refuse or neglect to appoint an arbitrator within 30 days after written notice from the other party requesting it to do so, or if the two arbitrators fail to agree on a third arbitrator within 30 days of their appointment, either party may make application only to a court of competent jurisdiction in the City, County, and State of New York. Similarly, any action or proceeding concerning arbitrability, including motions to compel or to stay arbitration, may be brought only in a court of competent jurisdiction in the City, County, and State of New York.

See, Exhibit 1, Demand Exhibit A at A 013 (emphasis added).

8. As shown above, not only does the Program provide that all disputes must be submitted to arbitration, but it specifically states who is qualified to serve as arbitrators.

9. By the Demand, National Union demanded that Respondent appoint an arbitrator within 30 days as required by the Arbitration Clause. See Exhibit 1, Demand at p 2.

10. Excel has not appointed an arbitrator within 30 days of the Demand, as required by the clause above.

11. This Court should compel arbitration and appoint an arbitrator, as the parties agreed.

12. On a prior occasion in another case, National Union asked another court to appoint an arbitrator, and in that instance, this Court (Justice Wetzel) turned to ARIAS*US, an association that trains and certifies arbitrators for the insurance and reinsurance industry. See attached decision by Justice Wetzel in which he “reviewed candidates from the list maintained by ARIAS*U.S.,” and chose from that list. (Exhibit 3). We ask this Court to do the same.

13. All ARIAS-certified arbitrators are listed on its web page <http://www.arias-us.org>. ARIAS also lists a more select list of individuals it recommends to serve as neutral arbitrators (referred to as “Umpires”).

14. In order to aid the Court to select qualified individuals, who are certified to be both qualified and neutral, National Union offers the following six candidates from the more select ARIAS Umpire list, and asks this Court to select from among these six names:

- Nasri H. Barakat
- Linda Martin Barber
- Sylvia Kaminsky
- Roger M. Moak
- Debra J. Roberts
- Richard L. White

The ARIAS resume of each of these individuals is annexed as Exhibit 4.

15. No previous application for the relief sought has been made.

WHEREFORE, this Court should issue an order compelling arbitration and appointing an Arbitrator from the list of qualified candidates proposed by Petitioner, or alternatively appoint such qualified person as the Court deems proper, and for other such relief that is deemed just and proper.

Dated: New York, New York
August 14 2008

ZEICHNER ELLMAN & KRAUSE LLP

By: Greg M. Bernhard
Michael S. Davis
Greg M. Bernhard
Mary G. McCarthy
Attorneys for Petitioner
575 Lexington Avenue
New York, New York 10022
(212) 223-0400

TO: Peggy Butcher, Chief Financial Officer
Excel Staffing Services, Inc.
33747 N. Scottsdale Road, Suite 135
Scottsdale, Arizona 85266

Cliff Blake, President
Excel Staffing Services, Inc.
33747 N. Scottsdale Road, Suite 135
Scottsdale, Arizona 85266

IN THE MATTER OF THE ARBITRATION BETWEEN:

NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA., ON BEHALF
OF ITSELF AND EACH OF THE RELATED
INSURERS THAT PROVIDED INSURANCE
COVERAGE TO RESPONDENT,

Claimant,

- and -

EXCEL STAFFING SERVICES, INC.

Respondent.

DEMAND FOR ARBITRATION

TO:

Excel Staffing Services, Inc.
15010 N 78th Way, Suite 107
Scottsdale, Arizona 85260

Excel Staffing Services, Inc.
14988 N 78th Way, Suite 200
Scottsdale, Arizona 85260

Excel Staffing Services, Inc.
3347 Scottsdale Road, Suite 135
Scottsdale, Arizona 85266
Attention: Shannon M. Day
Chief Financial Officer

National Union Fire Insurance Company of Pittsburgh, Pa., on its own behalf and on behalf of each of its related companies (collectively, "Claimant") that provided certain insurance coverage to Excel Staffing Services, Inc. ("Respondent") beginning on December 31, 2004, pursuant to a Payment Agreement of December 31, 2004 and certain addenda and schedules to the Payment Agreement (the "Agreements"), hereby asserts a claim for all amounts owed to it as premiums, adjustments, expenses, fees, or reimbursements of any kind, including without limitation, any indemnification for losses or loss expenses, and any damages, interest or security that may be due in

connection therewith, pursuant to the Agreements or pursuant to any other governing agreement or obligation between the parties. Copies of the Agreements are attached collectively as **Exhibit A**.

Attached as **Exhibit B** are tabulations showing certain amounts due. These amounts are subject to further adjustment. Claimant reserves the right to update its claim based upon subsequent losses, expenses and/or fees.

Respondent has failed and refused to pay, and continues to fail to pay for certain premium, losses and loss expenses subject to reimbursement under the Agreements, and security.

The Agreements provide for arbitration of this dispute pursuant to arbitration provisions set forth therein and Claimant hereby demands arbitration thereunder.

RELIEF CLAIMED AND NATURE OF DISPUTE

Claimant seeks an award determining amounts due, and amounts which become due, to it under the Agreements and requiring payment of all such amounts, plus interest. Claimant further seeks an award of all amounts necessary for it to be secured at all times under the Agreements.

DEMAND FOR ARBITRATOR

Claimant hereby demands that Respondent appoint an arbitrator within thirty days of receipt of this Demand and notify Claimant in writing at the address stated below of such appointment.

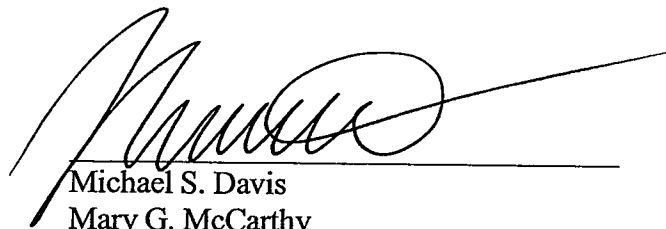
VENUE OF THE ARBITRATION

The Arbitration proceedings shall take place in New York, New York, unless otherwise determined by the arbitration panel.

CPLR SECTIONS 7502(a)(i) AND 7503(c)

Please take notice that Claimant invokes Sections 7502(a)(i) and 7503(c) of the Civil Practice Law & Rules of New York (CPLR) for the limited purpose of notifying Respondent that unless Respondent applies to stay the arbitration in a court in New York County, New York, within twenty (20) days after such service of this Demand for Arbitration, Respondent shall thereafter be precluded from objecting that a valid agreement to arbitrate was not made. In all other respects, Claimant affirmatively asserts that the United States Arbitration Act, Title 9 of the United States Code, shall apply to this arbitration.

Dated: New York, New York
June 23, 2008

A handwritten signature in black ink, appearing to read 'Michael S. Davis', is written over a horizontal line.

Michael S. Davis
Mary G. McCarthy
ZEICHNER ELLMAN & KRAUSE LLP
575 Lexington Avenue
New York, New York 10022
(212) 223-0400
Attorneys for Claimant

EXHIBIT A

PAYMENT AGREEMENT

For

Insurance and Risk Management Services

effective on the 31 day of December, 2004

by and between us,

National Union Fire Insurance Company of Pittsburgh, Pa.

On behalf of itself and all its affiliates including, but not limited to:

American Home Assurance Company

The Insurance Company of the State of Pennsylvania

National Union Fire Insurance Company of Pittsburgh, Pa.

Commerce and Industry Insurance Company

Birmingham Fire Insurance Company

Illinois National Insurance Company

American International South Insurance Company

AIU Insurance Company

American International Pacific Insurance Company

Granite State Insurance Company

Landmark Insurance Company

National Union Fire Insurance Company of Louisiana

New Hampshire Insurance Company

And You, our Client

EXCEL STAFFING SERVICES INC

15010 N 78TH WAY STE 107

SCOTTSDALE AZ 85260-2612

In consultation with Your representative

RISK STRATEGIES CO INS BROK IN

160 Federal Street

Boston MA 02110

PAYMENT AGREEMENT

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PAYMENT AGREEMENT

WHO HAS AGREED TO THIS AGREEMENT?

This Agreement is between:

- You, the organization(s) named as "our Client" in the *Schedule*, and
- us, the insurer(s) named in the *Schedule*.

The words "we", "us" and "our" in this Agreement refer to the insurer(s) named in the *Schedule*.

WHAT HAVE YOU AND WE AGREED TO?

We have agreed to the following:

- to provide You insurance and services according to the *Policies* and other agreements; and
- to extend credit to You by deferring our demand for full payment of the entire amount of Your *Payment Obligation* if You make partial payments according to this Agreement.

To induce us to agree as above,

You have agreed to the following:

- to pay us all Your *Payment Obligation* and to perform all Your other obligations according to this Agreement and *Schedule* for all entities covered by the *Policies*;
- to provide us with collateral according to this Agreement and *Schedule*;

WHEN DOES THIS AGREEMENT BEGIN?

This Agreement begins on the Effective Date shown in the first page (the title page) of this Agreement. Unless otherwise agreed in writing, this Agreement will also apply to any *Policies* and *Schedules* that we may issue as renewals, revisions, replacements or additions to the attached *Schedule* and the *Policies* listed there.

WHEN WILL THIS AGREEMENT END?

This Agreement will end only after You and we have settled and paid all obligations between You and us relating to this Agreement. Neither You nor we may cancel this Agreement without the other's consent.

WHICH WORDS HAVE SPECIAL MEANINGS IN THIS AGREEMENT?

Words with special meanings in the *Policies* have the same meanings in this Agreement as they have in the *Policies*. Non-italicized capitalized words in this Agreement are defined in the *Policies*, or their meanings are otherwise described in this Agreement.

The following are definitions of other special words. Terms printed in this Agreement in italic typeface have the meanings described below.

1. "ALAE" means Allocated Loss Adjustment Expense as defined in the *Policies*.
2. "Deductible Loss Reimbursements" means the portion of any Loss and ALAE we pay that You must reimburse us for under any "Deductible" or "Loss Reimbursement" provisions of a *Policy*.
3. "Loss" or "Losses" means damages, benefits or indemnity that we become obligated under the terms of the *Policies* to pay to claimants.
4. "Policy" or "Policies" means:
 - any of the insurance *Policies* described by their *Policy* numbers in the *Schedule*, and their replacements and renewals;
 - any additional insurance *Policies* that we may issue to You that You and we agree to make subject to this Agreement.
5. "Retained Amount" or "Retention" means one of the following:
 - Self-Insured Retention: the amount specified in the applicable *Policy* as Your Self-Insured Retention per occurrence, accident, offense, claim or suit; or
 - Deductible: the amount specified in the applicable *Policy* as the Reimbursable or Deductible portion of Loss per occurrence, accident, offense, claim or suit; or
 - Loss Limit: the portion of any Loss we pay because of an occurrence, offense, accident, claim or suit, that we will include in the computation of the premiums.

PAYMENT AGREEMENT

The *Policies* show the type of *Retention* that applies to any specific occurrence, offense, accident, claim or suit.

6. "**Schedule**" means each of the attachments to this Agreement that describes specific elements of the Agreement for a specified period of time. Each *Schedule* is a part of this Agreement. Additional *Schedules* or amendments to *Schedules* may be attached to this Agreement from time to time by mutual agreement between You and us.
7. "**You**" or "**Your**" means the person or organization named as our Client in the title page of this Agreement, its predecessor and successor organizations, and each of its subsidiary, affiliated or associated organizations that are included as Named Insureds under any of the *Policies*. Each is jointly and severally liable to us for the entire amount of Your *Payment Obligation*.
8. "**Your Payment Obligation**" means the amounts that You must pay us for the insurance and services in accordance with the terms of the *Policies*, this Agreement, and any similar primary casualty insurance *Policies* and agreements with us incurred before the inception date hereof. Such amounts shall include, but are not limited to, any of the following, including any portions thereof not yet due and payable:
 - the premiums and premium surcharges,
 - *Deductible Loss Reimbursements*,
 - any amount that we may have paid on Your behalf because of any occurrence, accident, offense, claim or suit with respect to which You are a self-insurer,
 - any other fees, charges, or obligations as shown in the *Schedule* or as may arise as You and we may agree from time to time.

Loss Reserves: Your *Payment Obligation* includes any portion of the premiums, premium surcharges, *Deductible Loss Reimbursements* or other obligations that we shall have calculated on the basis of our reserves for Loss and ALAE. Those reserves shall include specific reserves on known Losses and ALAE, reserves for incurred but not reported Losses and ALAE, and reserves for statistically expected development on Losses and ALAE that have been reported to us. Any Loss development factors we apply in determining such reserves will be based on our actuarial evaluation of relevant statistical data including, to the extent available and credible, statistical data based upon Your cumulative Loss and ALAE history.

WHAT ELSE SHOULD YOU KNOW ABOUT YOUR PAYMENT OBLIGATION?

Amounts: We will calculate Your *Payment Obligation* according to the methods stated in the *Policies* and any other similar primary casualty insurance *Policies* and agreements between us.

You must abide by the results under this Agreement of any payment of Loss or ALAE that the claims service provider or we shall have made in the absence of negligence and in good faith under any of the *Policies*.

Credit: Credit is extended to You whenever Your payment of some or all of Your *Payment Obligation* is postponed beyond the effective date of the insurance *Policies* to which such obligations pertain. Any extension of unsecured credit to You under this Agreement is extended only for the duration of the *Policy* year for which it is extended. It is subject to review and revision or withdrawal at each anniversary of this Agreement or at other times in accordance with the terms of this Agreement. Any extension of credit to You under this Agreement, including any deferral or waiver of the collection of collateral from You is not an assumption by us of any of Your obligations to us. Any extension of credit to You does not limit our right to enforce Your performance under this Agreement. A Credit Fee may be charged for any unsecured credit extended to You. The Credit Fee, if any, is shown in the *Schedule*. Any such Credit Fee is an annual fee and applies only to the *Policy* year to which such *Schedule* applies. A renewal Credit Fee may be charged for the period of any renewed extension of unsecured credit, and shall be shown in the *Schedule* pertaining thereto.

Payment of the Credit Fee, if any, is neither payment of premium for insurance of any kind nor payment of *Deductible Loss Reimbursements*.

WHEN MUST YOU PAY YOUR PAYMENT OBLIGATION?

All payments are due by the due date stated in the *Schedule*, or as respects Additional Payments, within 30 days of the later of the Invoice, Notice or Bill date or Your evidenced receipt date of the Invoice, Notice or Bill for each such Additional Payment.

WHAT IS THE PAYMENT PLAN?

PAYMENT AGREEMENT

Deposit and Installments

You must pay us a Deposit and Installments in the amounts and by the dates shown in the *Schedule* for the *Policies* described in the *Schedule*.

Claims Payment Deposit: If so shown in the *Schedule*, the Deposit includes a Claims Payment Deposit. The Claims Payment Deposit will not bear interest. We will return the amount of the Claims Payment Deposit to You when You have paid us all amounts due us.

If the total amount of claims we shall have paid on Your behalf exceeds the sum of the Claims Payment Deposit for three (3) consecutive billing periods, we may require You to pay us additional funds for the Claims Payment Deposit. However, the entire Claims Payment Deposit shall not exceed 250% of the average amount of the claims we had paid in each of the prior 3 periods.

Additional Payments

You must also make payments in addition to the Deposit and Installments according to the Payment Method described under "Additional Payments" in the *Schedule*.

WHAT IS THE BILLING METHOD?

Deposit and Installments: You must pay us the amounts shown in the *Schedule* as "Installments". You must pay us those amounts by their Due Dates shown there.

Additional Payments: You have chosen the Direct Billing Method or the Automatic Withdrawal Method, or a combination of both. Your choice is shown in the *Schedule*.

Direct Billing Method

For the Additional Payments described under "WHAT IS THE PAYMENT PLAN?", we will further bill You as necessary for the payment of Losses we must pay or have paid within Your Retention and Your share of ALAE covered by the *Policies*. We will not bill more than permitted under any Aggregate Stop or Maximum Premium or Maximum Insurance Cost provisions that apply to the *Policies*.

Automatic Withdrawal Method

For the Additional Payments described under "WHAT IS THE PAYMENT PLAN?", we will draw funds from the "Automatic Withdrawal Account" described in the *Schedule* as necessary for the payment of Losses within Your Retention and Your share of ALAE covered by the *Policies*. We will not withdraw more than permitted under any Aggregate Stop or Maximum Premium or Maximum Insurance Cost provisions that apply to the *Policies*. You hereby authorize us to withdraw funds from that Account upon our demand.

You must pay enough cash into that "Automatic Withdrawal Account" to cover our expected payments of Loss within Your Retention and Your share of ALAE during the next Claims Payment Fund Coverage Period shown in the *Schedule*. The minimum amount of such cash funds is shown in the *Schedule* as "Minimum Amount". You must make a payment in that amount into that Account immediately whenever its balance falls below 25% of that amount. Interest earned on that Account belongs to You.

PAYMENT AGREEMENT

WHAT ABOUT COLLATERAL?

Collateral Is Required

You must deliver collateral acceptable to us to secure *Your Payment Obligation* at the time(s), in the form(s) and in the amount(s) shown in the *Schedule*. Subject to the terms of this Agreement, we may apply any collateral we hold in connection with this or any other similar primary casualty insurance *Policies* or agreements to *Your Payment Obligation*.

Grant of Security Interest and Right to Offset

You grant us a possessory security interest in any property You deliver to us to secure *Your Payment Obligation*. You also grant us a continuing first-priority security interest and right of offset with respect to all premiums, surcharges, dividends, cash, accounts, or funds that are payable to You and are now or may in the future come into our possession in connection with *Your Payment Obligation*. You agree to assist us in any reasonable way to enable us to perfect our interest. You direct us to hold all such sums as collateral for *Your Payment Obligation* as they may be payable now or may become payable in the future.

Letter of Credit

Any letter of credit must be clean, unconditional, irrevocable and evergreen. It must be from a bank that we and the Securities Valuation Office of the National Association of Insurance Commissioners have approved and in a form acceptable to us. It must be in the amount shown in the *Schedule*.

If any letter of credit is canceled, no later than 30 days before that letter of credit expires, You must deliver to us a substitute letter of credit that complies with the requirements set forth above. Upon Your written request, we will not unreasonably withhold our consent to a reasonable extension of the time within which You must deliver such a substitute letter of credit to us. The substitute letter of credit must take effect no later than the date of termination of the expiring letter of credit. Your duty to deliver such a letter of credit will continue until You have satisfied all Your obligations under this Agreement and the *Policies*. If You fail to provide us with a qualifying substitute letter of credit as indicated above, we may draw upon the existing letter of credit in full.

Other Collateral

With respect to any collateral we accept other than a letter of credit, including but not limited to any collateral we hold in trust or escrow, any agreements between You and us about our respective rights and obligations with respect to such collateral are incorporated by reference into this Agreement. Nothing in those agreements will limit or modify any of our rights under this Agreement.

Collateral Reviews

The collateral we require to secure *Your Payment Obligation* is subject to reviews and revisions as described below.

We will review our collateral requirement annually. In addition, we may review our collateral requirement at any time that we may deem reasonably necessary, including at any time after an event such as but not limited to the following:

1. the non-renewal or cancellation of any *Policy* to which this Agreement applies,
2. the failure or violation of any financial covenants or tests, or minimum financial rating (if any) specified in the *Schedule*,
3. the occurrence of any direct or indirect transaction for the merger or consolidation, or the conveyance, sale, transfer, dividend, spin-off, lease, or sale and lease back, of all or any material portion of *Your* property, assets, business or equity to any other entity,
4. any material adverse change in the financial condition of You, *Your* subsidiaries or affiliates taken separately or in combination, or any other entity on which we rely for security or guarantee in connection with this Agreement.

You and we will cooperate with each other and each other's designated consultants in the conduct of such reviews.

If as a result of any review we find that we require additional collateral, You will provide us such additional collateral within 30 days of our written request, which shall be accompanied by a worksheet showing our calculation of the amount thereof. If a return of collateral to You is indicated, we will return annually the indicated amount to You within 30 days of our written acknowledgement thereof.

PAYMENT AGREEMENT

Collateral Adjustment Procedure

The additional collateral that You must provide us will be in the amount of the difference between the total unpaid amount of Your *Payment Obligation* and the total amount of Your collateral that we then hold. We may adjust the collateral requirement relating to the unexpired term of the *Policies* on the basis of our evaluation of Your financial condition. If such difference is a negative sum, that sum is the amount that we will return to You. However, we are not obligated to return collateral to You if You are in default of any provision of this Agreement or any other similar agreement relating to Your primary casualty insurance with us.

Financial Information

You must provide financial information to us as a basis for our collateral reviews within 14 days after our request. If You are not subject to the reporting requirements of the Securities and Exchange Act of 1934, You must provide us copies of Your audited annual financial statements.

If we so request, You must provide us such financial information as we may reasonably deem necessary to determine Your financial condition, including but not limited to copies of Your completed quarterly financial statements. Those statements must include the following:

- balance sheet,
- income statement,
- statement of retained earnings,
- cash flow statement,
- notes to the statements, and
- any supplemental schedules.

Reporting Requirement

Give us prompt notice of the event of any default as described in the section titled "What is a Default", or any event described in the section titled "Collateral Reviews" in this Agreement, that has happened or is about to happen.

As an alternative to the above, at Your option, provide us with the same notices at the same time that You provide such notices to any other creditor regarding any material financial or operational condition that You are obligated to report to such other creditor.

WHAT IS DEFAULT?

Default is any of the following:

1. failure by You or any of Your subsidiaries or affiliates to perform within 5 days after its due date any obligation You or any of Your subsidiaries or affiliates have under this Agreement or any other agreement with us.
2. Your insolvency, or the occurrence of any of the following:
 - the commencement of liquidation or dissolution proceedings, Your general failure to pay debts as they become due, general assignment by You for the benefit of creditors, the filing by or against You of any petition, proceeding, case or action under the provisions of the United States Bankruptcy Code or other such law relating to debtors, the appointment of, or the voluntary or involuntary filing for a petition for the appointment of, a receiver, liquidator, rehabilitator, trustee, custodian or similar official to take possession or control of any of Your property; or
 - Your default on any material outstanding debt not cured within its applicable cure period, if any.
3. the cancellation by You, without our prior consent, of any *Policy* material to this agreement. However, Your concurrent cancellation of all the unexpired *Policies* shall not constitute default.
4. the discovery of any material inaccuracy or incompleteness in any representation, warranty or condition precedent You make in connection with this Agreement, the insurance afforded by any of the *Policies* or Your *Payment Obligation*.

WHAT MAY WE DO IN CASE OF DEFAULT?

If default occurs, we may take reasonable and appropriate steps that are necessary to protect our interest. We will exercise good faith consistent with usual and customary commercial and credit practice in selecting and exercising such steps. We may take steps such as the following:

PAYMENT AGREEMENT

1. We may declare the entire unpaid amount of *Your Payment Obligation* immediately due and payable.
2. We may change any or all unexpired *Policies* under Loss Reimbursement or Deductible plans to Non-Deductible plans for the remaining term of any such *Policy*, to become effective after ten days written notice to *You*. We will therewith increase the premiums for those *Policies* in accordance with our applicable rating plan.
3. We may draw upon, liquidate, or take ownership of any or all collateral we hold regardless of the form, and hold or apply such amounts to any of *Your Payment Obligations* under this Agreement or any other premium, surcharge or deductible financing agreement between *You* and us, or under any *Policies*. However we will not draw upon, liquidate, or take ownership of more collateral than is reasonably necessary to protect our interest.
4. We may require *You* to deliver to us additional collateral, including an amendment to the letter of credit or an additional letter of credit or other additional collateral. The other additional collateral, letter of credit or its amendment must conform to the requirements described above. *You* must deliver it within 15 days of *Your* receipt of a written notice from us.
5. We may cancel any or all unexpired *Policies* as if for non-payment of premium or *Deductible Loss Reimbursements*. We may apply any return of premium resulting from the cancellation to remedy any default.
6. We may withhold payment of claims to *You* or any of *Your* subsidiaries or affiliates.
7. We may satisfy *Your* obligations to us in whole or in part by set-off against any moneys, securities, collateral, consideration or property of *yours* received by, pledged to, held by or otherwise available to us in connection with *Your Payment Obligation*. *You* authorize us after any default to charge any account that *You* maintain with us in connection with *Your Payment Obligation* in order to satisfy any of *Your* obligations.

HOW WILL DISAGREEMENTS BE RESOLVED?

What if we disagree about payment due?

If *You* disagree with us about any amount of *Your Payment Obligation* that we have asked *You* to pay, within the time allowed for payment *You* must:

- give us written particulars about the items with which *You* disagree; and
- pay those items with which *You* do not disagree.

We will review the disputed items promptly and provide *You* with further explanations, details, or corrections. *You* must pay us the correct amounts for the disputed items within 10 days of agreement between *You* and us about their correct amounts. Any disputed items not resolved within 60 days after our response to *Your* written particulars must immediately be submitted to arbitration as set forth below. With our written consent, which shall not be unreasonably withheld, *You* may have reasonable additional time to evaluate our response to *Your* written particulars.

So long as *You* are not otherwise in default under this Agreement, we will not exercise our rights set forth under "What May We Do in Case of Default?", pending the outcome of the arbitration on the disputed amount of *Your Payment Obligation*.

What about disputes other than disputes about payment due?

Any other unresolved dispute arising out of this Agreement must be submitted to arbitration. *You* must notify us in writing as soon as *You* have submitted a dispute to arbitration. We must notify *You* in writing as soon as we have submitted a dispute to arbitration.

Arbitration Procedures

How arbitrators must be chosen: *You* must choose one arbitrator and we must choose another. They will choose the third. If *You* or we refuse or neglect to appoint an arbitrator within 30 days after written notice from the other party requesting it to do so, or if the two arbitrators fail to agree on a third arbitrator within 30 days of their appointment, either party may make an application to a Justice of the Supreme Court of the State of New York, County of New York and the Court will appoint the additional arbitrator or arbitrators.

Qualifications of arbitrators: Unless *You* and we agree otherwise, all arbitrators must be executive officers or former executive officers of property or casualty insurance or reinsurance companies or insurance brokerage companies, or risk management officials in an industry similar to *Yours*, domiciled in the United States of America not under the control of either party to this Agreement.

PAYMENT AGREEMENT

How the arbitration must proceed: The arbitrators shall determine where the arbitration shall take place. The arbitration must be governed by the United States Arbitration Act, Title 9 U.S.C. Section 1, et seq. Judgment upon the award rendered by the arbitrators may be entered by a court having jurisdiction thereof.

You and we must both submit our respective cases to the arbitrators within 30 days of the appointment of the third arbitrator. The arbitrators must make their decision within 60 days following the termination of the hearing, unless You and we consent to an extension. The majority decision of any two arbitrators, when filed with You and us will be final and binding on You and on us.

The arbitrators must interpret this Agreement as an honorable engagement and not merely a legal obligation. They are relieved of all judicial formalities. They may abstain from following the strict rules of law. They must make their award to effect the general purpose of this Agreement in a reasonable manner.

The arbitrators must render their decision in writing, based upon a hearing in which evidence may be introduced without following strict rules of evidence, but in which cross-examination and rebuttal must be allowed.

The arbitrators may award compensatory money damages and interest thereupon. They may order You to provide collateral to the extent required by this Agreement. They will have exclusive jurisdiction over the entire matter in dispute, including any question as to its arbitrability. However, they will not have the power to award exemplary damages or punitive damages, however denominated, whether or not multiplied, whether imposed by law or otherwise.

Expenses of Arbitration: You and we must each bear the expense of our respective arbitrator and must jointly and equally bear with each other the expense of the third arbitrator and of the arbitration.

This Section will apply whether that dispute arises before or after termination of this Agreement.

TO WHOM MUST YOU AND WE GIVE NOTICES?

We will mail or deliver all notices to You at Your address in the Schedule. You must mail or deliver all notices to our Law Representative with a copy to our Account Executive at the address specified in the Schedule. All notices must be in writing.

MAY RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT BE ASSIGNED?

Neither You nor we may assign our rights or obligations under this Agreement without the written consent of the other, which shall not be unreasonably withheld.

WILL PAST FORBEARANCE WAIVE RIGHTS UNDER THIS AGREEMENT?

Past forbearance, neglect or failure to enforce any or all provisions of this Agreement, or to give notice of insistence upon strict compliance with it, will not be a waiver of any rights. A waiver of rights in a past circumstance will not be a course of conduct that waives any rights in any subsequent circumstance.

WHO MUST PAY TO ENFORCE THIS AGREEMENT?

If You or we fail to perform or observe any provisions under this Agreement, the other may incur reasonable additional expenses to enforce or exercise its remedies. Either You or we must reimburse the other upon demand and presentation of clear and convincing supporting evidence for any and all such additional expenses.

HOW MAY THIS AGREEMENT BE CHANGED?

This Agreement may be changed only by agreement by You and us, as evidenced by a written addendum to this Agreement, duly executed by the authorized representatives of each.

WHAT IF THE LAW CHANGES?

If any part of this Agreement should become unenforceable because of any change in law, the remainder of this Agreement will remain in full force and effect.

ARE YOU AUTHORIZED TO MAKE THIS AGREEMENT?

You hereby represent and warrant that Your execution, delivery and performance of this Agreement have been authorized by all necessary corporate actions. The individual executing this agreement on Your behalf has full right and authority to execute and deliver this agreement and to bind You jointly and severally.

PAYMENT AGREEMENT

SIGNATURES

TO SIGNIFY AGREEMENT, You and we have caused this Agreement to be executed by the duly authorized representatives of each.

For National Union Fire Insurance Company of Pittsburgh, Pa.,

On behalf of itself and its affiliates first listed above:

In New York, New York,

This 15 day of March, 2005

Signed by Bradley Smith

Typed Name Bradley Smith

Title Attorney of Fact

For You, our Client

EXCEL STAFFING SERVICES INC

In Phoenix, Scottsdale, AZ

This 3 day of MARCH, 05

Signed by Cliff

Typed Name Cliff Drake

Title President

2004 Addendum

to

PAYMENT AGREEMENT

By and between us

National Union Fire Insurance Company of Pittsburgh, Pa.

On behalf of itself and all its affiliates including, but not limited to:

**American Home Assurance Company
The Insurance Company of the State of Pennsylvania
National Union Fire Insurance Company of Vermont
National Union Fire Insurance Company of Pittsburgh, Pa.
Commerce and Industry Insurance Company
Birmingham Fire Insurance Company
Illinois National Insurance Company
American International South Insurance Company
AIU Insurance Company
American International Pacific Insurance Company
Granite State Insurance Company
Landmark Insurance Company
National Union Fire Insurance Company of Louisiana
New Hampshire Insurance Company**

(Company, "we", "us" or "our")

and You, our Client

Excel Staffing Services Inc.

This Addendum is attached to and forms a part of the Payment Agreement entered into between Company and Client as of the 31st day of December, 2004.

1. The section entitled **WHICH WORDS HAVE SPECIAL MEANINGS IN THIS AGREEMENT?**, 8. - Your Payment Obligation, is deleted and replaced with the following:

"Your Payment Obligation" means the amounts that You must pay us for the insurance and services in accordance with the terms of the *Policies*, this Agreement, and any similar primary casualty insurance policies and agreements with us incurred before the inception date hereof. Such amounts shall include, but are not limited to, any of the following, including any portions thereof not yet due and payable:

- the premiums and premium surcharges, taxes and assessments,
- *Deductible Loss Reimbursements*,
- any amount that we may have paid on Your behalf because of any occurrence, accident, offense, claim or suit with respect to which you are a self-insurer,
- any other fees, charges, or obligations as shown in the *Schedule* or as may arise as You and we may agree from time to time.

- costs and expenses incurred by any third party administrator.

Loss Reserves: Your Payment Obligation includes any portion of the premiums, premium surcharges, *Deductible Loss Reimbursements* or other obligations that we shall have calculated on the basis of our reserves for Loss and ALAE. Those reserves shall include specific reserves on known Losses and ALAE, reserves for incurred but not reported Losses and ALAE, and reserves for statistically expected development on Losses and ALAE that have been reported to us. Any Loss development factors we apply in determining such reserves will be based on our actuarial evaluation of relevant statistical data including, to the extent available and credible, statistical data based upon Your cumulative Loss and ALAE history.

Premium Tax on Deductibles: If any claim is made by any state regulatory authority that the amounts which You have paid us as deductible reimbursements hereunder are premium, and thus subject to premium taxes and/or assessments, we will notify You of the existence of such claim. We will give You the opportunity of joining with us in any proceeding to contest such claim at Your own expense, or to contest such claim independently at Your own expense, or to pay Us the premium taxes and assessments. In the event a determination is made that said reimbursed amounts are taxable as premium or subject to assessments and You have not paid Us for these taxes and assessments in advance, You agree to pay the premium taxes and/or assessments and any related fines, penalties or interest that may be imposed as a result of the non-payment of premium taxes and/or assessments applicable to the Policies. If You have paid Us the taxes and/or assessments and We unsuccessfully contest the claim, You will not be liable to Us for any related fines, penalties or interest. If We successfully contest the claim, the taxes and/or assessments You paid in advance will be refunded to You. Any state in which premium tax on deductible reimbursements is already included in the premium charged hereunder will be identified on the Schedule.

2. The section entitled: **WHAT ELSE SHOULD YOU KNOW ABOUT YOUR PAYMENT OBLIGATION?** is amended to include the following:

We will contract with a Third Party Administrator (TPA) that you select for the adjustment of your claims under the Policies provided that we consent to your selection in advance. Our relationship with the TPA will be governed by a claims service agreement between us and the TPA, a copy of which will be made available to you upon your request. Any TPA you select must meet all of our licensing requirements. You will be responsible for any costs associated with any change from one TPA to another TPA that we or you make at any time. We will exercise good faith consistent with usual and customary commercial practice before we change one TPA to another TPA. Any amounts we pay to any TPA on your behalf shall be considered part of Your Payment Obligation, and shall include, but not be limited to the following: cost of adjusting expense at new TPA; costs or losses incurred as a result of claims handling conduct of prior TPA, including fines and penalties; fines and penalties for failure to submit accurate data to regulatory bureaus; data transfer expense; costs to retrieve or recreate information not properly maintained by prior TPA; and costs to set up new escrow account.

3. The section entitled: **WHEN MUST YOU PAY YOUR PAYMENT OBLIGATION?** is amended to include the following:

All payments are due by the due date stated in the *Schedule*, or as respects Additional Payments, within 30 days of the later of the Invoice, Notice or Bill date or Your evidenced receipt date of the Invoice, Notice or Bill for each such Additional Payment. If payment is not made when due, Interest will accrue on the unpaid balance daily after the due date at the Prime Rate then in effect at Citibank, N.A., NY, NY, plus 150 basis points.

4. The section entitled: **WHAT ABOUT COLLATERAL?** is amended to include the following:

Collateral Exchange:

At our sole discretion we may approve Your substitution or exchange of one form or instrument of collateral for another. Any replacement collateral must be in a form and drawn on a bank or insurer acceptable to us. If the original collateral was in the form of cash on which interest was being earned, a substitution may result in a change to the interest rate. We will not approve your substitution or exchange of collateral if you are in Default of any of the terms of this Agreement or have triggered any applicable Financial Covenants, Tests or Minimum Credit Ratings shown in the *Schedule*.

5. The section entitled: **HOW WILL DISAGREEMENTS BE RESOLVED?, ARBITRATION PROCEDURES - How arbitrators must be chosen**, is deleted and replaced by the following:

How arbitrators must be chosen: You must choose one arbitrator and we must choose another. They will choose the third. If you or we refuse or neglect to appoint an arbitrator within 30 days after written notice from the other party requesting it to do so, or if the two arbitrators fail to agree on a third arbitrator within 30 days of their appointment, either party may make application only to a court of competent jurisdiction in the City, County, and State of New York. Similarly, any action or proceeding concerning arbitrability, including motions to compel or to stay arbitration, may be brought only in a court of competent jurisdiction in the City, County, and State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives in _____, this ____ day of _____.

For National Union Fire Insurance Company of Pittsburgh, Pa.,

On behalf of itself and its affiliates first listed above:

In New York, New York,

This 15 day of March, 2005.

Signed by Bradley Smith

Typed Name Bradley Smith

Title Attorney of Fact

For You, our Client

Excel Staffing Services Inc.

In Phoenix / Scottsdale, AZ

This 3 day of March, 2005

Signed by C. Blake

Typed Name C. Blake

Title President

Schedule of Policies and Payments

Incurred Loss Payments Plan

Effective from 12/31/2004 to 12/31/2005

Annexed to the PAYMENT AGREEMENT

effective on 01/01/2006

by and between us,

National Union Fire Insurance Company of Pittsburgh, Pa.

On behalf of itself and all its affiliates including, but not limited to:

American Home Assurance Company

The Insurance Company of the State of Pennsylvania

National Union Fire Insurance Company of Pittsburgh, Pa.

Commerce and Industry Insurance Company

Birmingham Fire Insurance Company

Illinois National Insurance Company

American International South Insurance Company

AIU Insurance Company

American International Pacific Insurance Company

Granite State Insurance Company

Landmark Insurance Company

National Union Fire Insurance Company of Louisiana

New Hampshire Insurance Company

and You, our Client

EXCEL STAFFING SERVICES INC

15010 N 78TH WAY STE 107

SCOTTSDALE AZ 85260-2612

on behalf of You and all Your subsidiaries or affiliates except those listed below:

For our use only: 572050

List of Addressees for Notices and Other Purposes

Contact Name:**Your Address:****Company Name:** EXCEL STAFFING SERVICES INC**Street:** 15010 N 78TH WAY STE 107**City:** SCOTTSDALE**State:** AZ**Zip:** 85260-2612 **Phone:** (480) 315-0490**Your Representative:****Contact Name:** Daryl Dittmer**Company Name:** RISK STRATEGIES CO INS BROK IN**Street:** 160 Federal Street**City:** Boston**State:** MA**Zip:** 02110**Phone:** (617) 330-5720**Our Account Executive:****Contact Name:** Thomas Kaplan**Company Name:** AIG RM**Street:** 80 Pine Street, 2nd Floor**City:** New York**State:** NY**Zip:** 10005**Phone:** 212-770-1010**Our Law Representative:****Contact Name:** Kathleen Donahue Aguilar**Company Name:** AIG DBG LEGAL**Street:** 175 Water Street, 18th Floor**City:** New York**State:** NY**Zip:** 10038**Phone:** 212-458-7014**Remit Payments to:****Contact Name:****Company Name:** American International Companies**Street:** PO Box 10472**City:** Newark**State:** NJ**Zip:** 07193**Phone:****Remit Collateral to:****Contact Name:** Attn: Mr. Art Stillwell**Company Name:** American International Group Inc.**Street:** P.O.Box 923 Wall Street Station**City:** New York**State:** NY**Zip:** 10268**Phone:** 212-770-0898**Underwriter****Contact Name:** Dan Ovadia**Company Name:** AIG RM**Street:** 99 High Street, 31st Floor**City:** Boston**State:** MA**Zip:** 02110**Phone:** 617-457-2954**Contact Name:****Company Name:****Street:****City:****State:****Zip:****Phone:**

A. Policies and Other Agreements

Workers Compensation and Employers Liability Insurance

WC 834439 , WC 834440.

Commercial General Liability Insurance

Automobile Liability Insurance

Other Insurance (describe):

Other Agreements (Describe)

B. Payment Plan:**1. Cash Deposit, Installments and Estimated Deferred Amounts**

Payment No.	Due Date	Provision for Expenses And Excess Losses(1)	Special Taxes and Surcharges	Annual Credit Fee	Provision for Limited Losses(2)	Your Estimated Payment Obligation
1	12/31/2004	\$522,289	\$9,703	\$0	\$40,000	\$571,992
Subtotals		\$522,289	\$9,703	\$0	\$40,000	\$571,992
DLP*		N/A	N/A	N/A	\$780,000	\$780,000
DEP*		\$0	\$0	\$0	N/A	\$0
Totals		\$522,289	\$9,703	\$0	\$800,000	\$1,331,992

DLP means "Deferred Loss Provision". This is the estimated amount You must pay us as "Additional Payments" described below.

DEP means "Deferred Expense Provision". This is an estimated amount that You must pay us as follows:

Date	Type	Amount
N/A	N/A	N/A

Notes

- (1) "Provision for Expenses and Excess Losses" is a part of the Premium. The remainder of the Premium is included under "Provision for Limited Losses".
- (2) "Provision for Limited Losses" includes provision for Loss within Your Retention (both Deductible and Loss Limit) and Your share of ALAE. Any "Deposit" in this column is the Claims Payment Deposit. Refer to definitions in the Payment Agreement.

2. Adjustments

The sums shown above are only estimated amounts. If Your Payment Obligation changes under the terms of the Policies, we will promptly notify You as such changes become known to us. All additional or return amounts relating thereto shall be payable in accordance with the terms of the Payment Agreement.

3. Additional Payments

You must pay us the installment amounts by the due dates as specified in Section B.1. We have calculated the part of those installments designated as "Provision for Limited Losses" to equal the Losses within Your Retention and Your share of ALAE that we expect to incur during the period for which Provision for Limited Losses amounts are shown in Section B.1. For the purposes of this Schedule, the amount we incur will be the sum of the amounts we pay and the amounts we reserve for payment on claims that have been reported to us, but shall not include our reserves for Losses that have been incurred but have not been reported to us.

By the end of that period,

- we will determine the actual amounts of Loss within Your Retention and Your share of ALAE that we have incurred under the Policies, and

- If we have incurred more for Loss within Your Retention and Your share of ALAE under the Policies than the sum that You have paid us as Provision for Limited Losses, You must upon our demand pay us the difference, or
- If we have incurred less for Loss within Your Retention and Your share of ALAE under the Policies than the sum that You have paid us as Provision for Limited Losses, we will credit the difference against Your subsequent obligation to pay us as described below; and
- we will calculate the amount of Losses within Your Retention and Your share of ALAE that we expect to incur during the next annual period. We will notify You of the due date and amount of each subsequent payment due us during the next annual period.

We will repeat this procedure at the end of each subsequent annual period until Conversion.

Billing Method:

☒ Billing to

☒ You at Your address shown in the Schedule, or

☐ Your Representative at its address shown in the Schedule; or

☐ Automatic Withdrawal from the account described below.

If Automatic Withdrawal Account applies: Minimum Amount:

Name of Depository Institution:

Address:

Account Number:

4. Conversion

The Conversion Date for each Policy described in section A above shall be the date 60 months after the inception of such Policy.

On or shortly after the Conversion Date upon the presentation of our invoice, You must pay in cash the entire unpaid amount of Your Payment Obligation for such Policies.

C. Security Plan

1. Collateral

Collateral on Hand (by Type)	Amount of Collateral
N/A	N/A
Total Collateral on Hand	\$0

Additional Collateral Required (by Type)	Amount of Collateral	Due Date
LETTER OF CREDIT	\$840,000	12/31/2004
CLAIMS PAYMENT FUND	\$40,000	12/31/2004
Total Additional Collateral Required	\$880,000	
Total Collateral Required	\$880,000	

2. Financial Covenants, Tests, or Minimum Credit Ratings

We may require additional collateral from You in the event of the following:

a. Credit Trigger:

- i. If the credit rating of the entity named below and for the type of debt described below, promulgated by Standard & Poor's Corporation ("S&P") or by Moody's Investors Services, Inc. ("Moody's"), drops below the grade shown respectively under S&P or Moody's, or

ii. If S&P or Moody's withdraws any such rating.

We may require and You must deliver such additional collateral according to the Payment Agreement up to an amount such that our unsecured exposure will not exceed the amount shown as the Maximum Unsecured Exposure next to such rating in the grid below.

"Unsecured exposure" is the difference between the total unpaid amount of Your Payment Obligation (including any similar obligation incurred before the inception of the Payment Agreement and including any portion of Your Payment Obligation that has been deferred and is not yet due) and the total amount of Your collateral that we hold.

Name of Entity: Type of Debt Rated:

Ratings at Effective Date

S&P	Moody's	Unsecured Exposure at Effective Date

Potential Future Ratings

S&P	Moody's	Maximum Unsecured Exposure
AA-	Aa3	
A-	A3	
BBB	Baa2	
BB	Ba2	

b. Other Financial Tests or Covenants:

3. Adjustment of Credit Fee

If the amount of unsecured exposure is changed because of Your delivery of additional collateral to us due to the requirements under item 2 above, the Credit Fee shall be adjusted on a pro-rata basis from the date of such delivery.

SIGNATURES

IN WITNESS WHEREOF, You and we have caused this Schedule to be executed by the duly authorized representatives of each.

For us, National Union Fire Insurance Company of Pittsburgh Pa., on behalf of itself and all its affiliates,

this 15 day of March, 2005

Signed by Bradley Smith

Typed Name Bradley Smith

Title Attorney at Fact

For You: EXCEL STAFFING SERVICES INC.

this 3 day of March, 05

Signed by Cliff Blake

Typed Name Cliff Blake

Title President

LARGE RISK RATING PLAN ENDORSEMENT

PLAN TYPE ONE YEAR

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to the preparation of the policy.)

This Endorsement, effective 12:01 AM 12/31/2004 forms a part of Policy Number WC 834439

Issued to **EXCEL STAFFING SERVICES INC**

By New Hampshire Insurance Company

PART I. GENERAL TERMS and CONDITIONS

This endorsement determines the *Final Premium* for the insurance provided during the Rating Period by this policy, any other policy described in this endorsement in Section 1 of PART II, and the renewals and replacements of each (the "policies"). The Rating Period begins and ends at 12:01 AM on the respective dates shown in Section 1 of PART II. If the Plan Type of this endorsement states Construction Project, this endorsement applies only to, and for the duration of, the construction project described in Section 1 of PART II.

The rates and the basis types described in PART II will remain fixed for the duration of the Rating Period, except (if applicable) Section 7 "Claims Service Charges on Fee Basis", Section 8 "Taxes, Assessments and Surcharges", and any applicable items set forth in Section 11 "Exceptions". These exceptions will be subject to change at each anniversary of the beginning of the Rating Period.

Section 1. Premium Calculation

The *Final Premium* for the policies will be the sum of the total *Subject Premium* and the total *Non-Subject Premium*. The way that the total *Subject Premium* will be determined is described below and is shown in Section 9, Item A of PART II. The way that the total *Non-Subject Premium* will be determined is described below and is shown in Section 9, Item B of PART II.

A. **Total Subject Premium:** The total *Subject Premium* for the policies will be determined separately by state and kind of insurance. For each state and kind of insurance, the *Subject Premium* shall be the sum of *Subject Losses* and the Charges for the Insurance Charge, Expenses and Profit divided by the Tax/Assessment Divisor as determined below.

1. **Subject Losses:** The first part of the *Subject Premium* will be the sum of all *Subject Losses* under any applicable terms of the policies described in Section 1 of PART II and as identified in Section 5, Item A of PART II.
2. **Charges for Insurance Charge, Expenses and Profit:** The second part of the *Subject Premium* will be the component parts of the *Subject Premium* other than *Subject Losses* that are identified as line items in Section 9, Item A of PART II.

The entire estimated amount of each such charge can be found in Section 9, Item A of PART II subject to any applicable Minimum Premium shown for it.

We will apportion the entire amount of each such charge to each kind of insurance and state covered under the policies in proportion to the respective *Standard Premium* of each, except that:

- a. Charges for claims service expenses will be allocated in proportion to respective *Subject Losses*, and
- b. Charges for administrative expenses and profit for the kinds of insurance in the states described in Section 2 of PART II will be the difference between:
 - i. the *Final Premium* for such kinds of insurance and states determined as provided for in the policy other than by this Endorsement, and
 - ii. the sum of *Subject Losses*, all other charges for the Insurance Charge, Expenses and Profit included in this item 2, taxes and assessments determined through the application of the Tax/Assessment Divisor, and *Non-Subject Premiums* for such states.

3. **Tax/Assessment Divisor:** One (1.000) less the Tax/Assessment Rate as shown in Section 9 Item A of PART II. The rate is calculated as indicated in Section 8 of PART II.

B. **Total Non-Subject Premium:** The part of the *Final Premium* for the kinds or layers of insurance described in Section 9, Item B of PART II will be calculated as shown therein. If no Basis of premium determination for *Non-Subject Premium* is shown in Section 9, Item B of PART II, the *Non-Subject Premium* will be determined as set forth in the policy under which such insurance is provided.

LARGE RISK RATING PLAN ENDORSEMENT

Section 2. Schedule of Premium Adjustments

- A. The estimated *Final Premium* is shown in Section 9, Item C of PART II. We will recalculate the estimated *Final Premium* as soon as practicable after the First Valuation Date shown in Section 5 of PART II. We will recalculate the estimated *Final Premium* annually thereafter until you and we agree in writing that no more recalculations will be done.
- B. Additional premium due us, or return premium due you, resulting from the calculation or recalculation of the *Final Premium*, will be payable in its entirety promptly unless otherwise specified in a premium finance agreement between you and us.

Section 3. Expected Total Cost

In addition to *Final Premium*, you may be liable under the terms of the policies for reimbursements of certain losses and *Allocated Loss Adjustment Expenses* we pay, subject to any *Minimum Cost* and *Maximum Cost* as described below, and surcharges. Our estimated amounts for such additional costs, if any, are shown in Section 9, Item C of PART II.

- A. **Minimum Cost:** If a *Minimum Cost* is applicable, that amount is the minimum you must pay for the *Subject Premium* and, if applicable, *Non-Subject Premium*, *Reimbursable Losses*, *Deductible Losses*, *Self-Insured Losses* and *ALAE* itemized in Section 6 Item A. c. of PART II. Component items not itemized in Section 6, Item A. c. of Part II are not included in the *Minimum Cost*. If an *Adjustment Rate* and a *Basis of Adjustment* are shown in Section 6, Item A. a. of PART II, the *Minimum Cost* will be determined by multiplying the *Adjustment Rate* by the actual *Basis of Adjustment* as determined by our final audit of your books and records.
- B. **Maximum Cost:** If a *Maximum Cost* is applicable, that amount is the maximum you must pay for *Subject Premium* and, if applicable, *Non-Subject Premium*, *Reimbursable Losses*, *Deductible Losses*, *Self-Insured Losses* and *ALAE* itemized in Section 6 Item B. c. of PART II. Component items not itemized in Section 6, Item B. c. of Part II are not included in the *Maximum Cost*. If an *Adjustment Rate* and a *Basis of Adjustment* are shown in Section 6, Item B. a. of PART II, the *Maximum Cost* will be determined by multiplying the *Adjustment Rate* by the actual *Basis of Adjustment* as determined by our final audit of your books and records.

Section 4. Definitions

- A. "**Aggregate Stop Amount**" means the maximum amount of benefits, damages and *ALAE* payable by you for losses under the policies described in Section 1 of PART II, subject to any *Aggregate Stop Limit*.
- B. "**Aggregate Stop Limit**" means the maximum amount of benefits, damages and *ALAE* above the *Aggregate Stop Amount* that we will not require you to reimburse us for under any Loss Reimbursement or Deductible terms of the policies described in Section 1 of PART II.
- C. "**Allocated Loss Adjustment Expenses**" or "**ALAE**" will include all fees for service of process and court costs and court expenses; pre- and post-judgment interest; attorneys' fees; cost of undercover operative and detective services; costs of employing experts; costs for legal transcripts, copies of any public records, and costs of depositions and court-reported or recorded statements; costs and expenses of subrogation; and any similar fee, cost or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a loss or a claim or suit against you, or to the protection and perfection of your or our subrogation rights.

ALAE will not include loss adjustment expenses explicitly included in the premium calculation formula of Section 1, Paragraph A, Item 2 of this PART I or otherwise explicitly included in the rating values shown in PART II; nor the salary, employee benefits, or overhead of any of our employees, nor the fees of any attorney who is our employee or under our permanent retainer; nor the fees of any attorney we retain to provide counsel to us about our obligations, if any, under any policy issued by us or our affiliated companies, with respect to a claim or suit against you.

ALAE Option selected and shown in Section 3 of PART II is described below.

- a. **Option A:** *Subject Loss* includes all or a part of all *ALAE* such that the *Subject Loss* will not exceed the applicable *Retained Amount*.
- b. **Option B:** *Subject Loss* includes 100% of all *ALAE*.
- c. **Option C:** *Subject Loss* includes all or a part of *ALAE* calculated according to the following formula:
- if we incur NO obligation under the policies to pay damages, benefits or indemnity resulting from a claim, *Subject Loss* under that claim will include all *ALAE* up to the applicable *Retained Amount* and a percentage of all *ALAE* in excess thereof. That percentage is shown in Section 3 of PART II under "Option C Excess %"; or

LARGE RISK RATING PLAN ENDORSEMENT

- ii. if we DO incur an obligation to pay damages, benefits or indemnity under the policies because of a claim, *Subject Loss* under that claim will include all *ALAE* incurred under that claim, multiplied by the amount of our obligation to pay damages or benefits up to the applicable *Retained Amount*, divided by the total amount of our obligation to pay damages or benefits.
- d. Option D: *Subject Loss* includes none of the *ALAE*.
- D. "Basis" will have the meaning(s) shown in Section 10 of PART II.
- E. "Deductible Loss" means any amount that you must reimburse us under a Deductible Endorsement of the policies described in Section I of PART II.
- F. "Final Premium" means the premium for the insurance afforded under the policies described in Section 1 of PART II and others as may be added by endorsement thereto, upon its final recalculation according to the terms of the policies and this endorsement. Prior to such final recalculation, the premium for such insurance is only the estimated premium.
- G. "Incurred Loss" means the total amount we have paid and have reserved for payment as damages or benefits because of an occurrence, accident, claim or suit, and all the *Allocated Loss Adjustment Expenses* we incur in connection therewith under a policy described in PART II, including reserves for occurrences, accidents, claims or suits that have happened but have not been reported to us and for statistically expected loss development on claims that have been reported to us.
- H. "Minimum Cost" means the minimum amount payable by you for the Schedule of *Subject Premium* and *Reimbursable Losses* and *Deductible Losses* and *Self-Insured Losses* and *ALAE*, if applicable, described in Section 6 of PART II.
- I. "Maximum Cost" means the maximum amount payable by you for the Schedule of *Subject Premium* and *Reimbursable Losses* and *Deductible Losses* and *Self-Insured Losses* and *ALAE*, if applicable, described in Section 6 of PART II.
- J. "Non-Subject Premium" means the premium not subject to the premium calculation of this endorsement.
- K. "Reimbursable Loss" means any amount that you must reimburse us under a Loss Reimbursement Endorsement of the policies described in Section I of Part II.
- L. "Retained Amount" means:
1. the amount that is specified as your Self-Insured Retention or as the Loss Reimbursement amount or Deductible amount applicable to an *Incurred Loss* in the applicable policy; or
 2. if the foregoing does not apply, the largest part of any damages or benefits paid or payable under a policy because of any single accident, occurrence, claim or suit, that we will include in the computation of the *Subject Premium*.
- Such amount is shown in Section 4 of PART II for each type of insurance afforded under the policies described in Section 1 of PART II.
- M. "Self-Insured Loss" or "SIR" means any loss you incur under a Self-Insured Retention of the policies described in Section I of PART II.
- N. "Standard Premium" means the premium as calculated according to the terms of each applicable policy, without application of this Endorsement, subject to the following:
1. For Workers Compensation and Employers Liability Insurance, *Standard Premium* means the premium determined on the basis of our rates as approved by regulatory authority, the remuneration of your employees in the coverage period, your Experience Modifications and Schedule Modifications, Loss Constant, and Minimum Premiums. Determination of *Standard Premium* will exclude:
 - a. any discount that recognizes any reduction in our expense ratio based on premium size or other factors; or
 - b. any discount for a Loss Reimbursement or Deductible.
 - c. Expense Constant.
 2. For all other insurance, *Standard Premium* is the premium as calculated according to the terms of each applicable policy for insurance within the *Retained Amounts*, but without the application of this Endorsement, and without reduction for:

LARGE RISK RATING PLAN ENDORSEMENT

- a. any discount that recognizes any reduction in our expense ratio based on premium size or other factors; or
 - b. any discount for a Loss Reimbursement or Deductible.
- O. "Subject Loss" means the entire *Incurred Loss* (including any reimbursable or deductible portion of it) up to the sum of:
- 1. the damages or benefits we must pay or have paid up to the *Retained Amount*, and
 - 2. all or a part of the *Allocated Loss Adjustment Expenses* we incur in accordance with the *ALAE* Option shown in Section 3 of PART II and defined in Item C of this section.
- P. "Subject Premium" means the premium subject to retrospective adjustment on the basis described in Section 1, Paragraph A of this PART I.

Section 5. Exceptions and Changes

All exceptions and changes, if any, to the provisions of PART I, PART II or PART III of this endorsement are set forth in Section 11 of PART II or in a written addendum hereto.

LARGE RISK RATING PLAN ENDORSEMENT**PART II. SCHEDULE of POLICIES and RATING VALUES****Section 1. APPLICATION of this Endorsement**

RATING PERIOD: This Endorsement applies to the period beginning **12/31/2004** and ending **12/31/2005**.

The Basis of Premium, Subject Losses, Self-Insured Losses, Minimum Cost, Maximum Cost, Minimum Premiums and Estimated Premiums shown in Section 5, Section 6, Section 7 and Section 9 of this PART II are estimated amounts for:

☐ the first year of the Rating Period, or ☒ the entire Rating Period.

POLICIES:

☒ This Endorsement applies to the policies described below, and to their replacements and renewals effective during the Rating Period, or

☐ This Endorsement applies to the policies described below, and to their replacements and renewals, and all subcontractor policies issued under a Construction Project. The Construction Project is described as follows:

N/A

a. Workers Compensation and Employers Liability Insurance policies:
WC 834439 , WC 834440.

b. Commercial General Liability Insurance policies:

c. Automobile Liability Insurance policies:

d. Other Insurance policies (described):

Section 2. Premiums for Insurance on risks in states described below will be determined in accordance with the terms of the applicable policy other than this endorsement.

Kinds of Insurance	States
WC	FL

Section 3. Allocated Loss Adjustment Expenses Options

ALAE Option (enter ALAE Option A, B, C or D as applicable)	If ALAE Option C, enter Excess %	Applies to
C	100%	WC 834439 , WC 834440 .

LARGE RISK RATING PLAN ENDORSEMENT

Section 4. Retained Amounts: ☒ applicable to all Insureds; or ☐ refer to Extension Schedule

Kind of Insurance	Retained Amount	Applicable to	Limitations or Descriptions
Workers Compensation			
Workers Compensation and Employers Liability under State Law - Insured States	\$350,000	Each Accident or each Person for Disease	
Workers Compensation and Employers Liability under Federal Law - Insured States	\$0	Each Accident or each Person for Disease	
Workers Compensation and Employers Liability - Self-Insured States	\$0	Each Accident or each Person for Disease	
Employers Liability - Monopolistic States		Each Accident or each Person for Disease	
		Each Accident or each Person for Disease	
Commercial General Liability			
Premises, Operations, Personal and Advertising Injury, Medical Payments, or Damage to Property Liability	\$0	Each Occurrence	
Products or Completed Operations Liability	\$0	Each Occurrence	
[Other]		Each Occurrence	
Commercial Automobile Liability, including UM/UIM and PIP/No Fault, if any			
Automobile Liability	\$0	Each Accident	
Garage Liability	\$0	Each Accident	
[Other]		Each Accident	
Combined Kinds Retention			
		Each Occurrence	

Section 5. Forecast of Subject Losses

We have shown our forecast of your *Subject Losses* below.

- Reimbursable and deductible portion of covered *Incurred Losses* (except amounts insured under "Deductible Liability Protection" policies, if any, subject to this Endorsement) \$0
- All other covered *Subject Losses* (including amounts insured under "Deductible Liability Protection" policies, if any, subject to this Endorsement) \$800,000

First Loss Valuation Date: 05/31/2006 and annually thereafter until all claims are closed or mutually agreed upon as to value.

Section 6. Minimum Cost and Maximum Cost

The *Minimum Cost* and *Maximum Cost*, if any, will be applied as explained below.

Item A. Minimum Cost: ☐ applicable, or ☒ not applicable

Line of Insurance: None

- Minimum Cost, adjustable on the Basis and rate shown below: \$0
 Basis of Adjustment: None Per 0
 Estimated Basis amount: \$0 Adjustment Rate: 0.0000

LARGE RISK RATING PLAN ENDORSEMENT

- b. *Self-Insured Losses* you incur to which no insurance under the policies described in Section 1 of this PART II applies will NOT be included in determining whether or when the *Minimum Cost* has been reached, except as described herein:

Exceptions: N/A

Our forecast of your *Self-Insured Losses* included in paragraph a. above \$0

- c. The following *Minimum Cost* itemization schedule applies:

Item B. *Maximum Cost*: ☐ applicable, or ☒ not applicable

Line of Insurance: None

The *Maximum Cost* will not be less than the estimated amount shown below, unless otherwise set forth in Section 11 of PART Two.

- a. *Maximum Cost*, adjustable on the *Basis* and rate shown below: \$0
- | | | | |
|--------------------------------|------|------------------|--------|
| <i>Basis</i> of Adjustment: | None | Per | 0 |
| Estimated <i>Basis</i> amount: | \$0 | Adjustment Rate: | 0.0000 |
- b. *Self-Insured Losses* you incur to which no insurance under the policies described in Section 1 of this PART II applies will NOT be included in determining whether or when the *Maximum Cost* has been reached, except as described herein:
- Exceptions: N/A
- Our forecast of your *Self-Insured Losses* included in paragraph a. above \$0
- c. The following *Maximum Cost* itemization schedule applies:

LARGE RISK RATING PLAN ENDORSEMENT

Section 7. Claims Service Charges

☐ Charge shown in Section 9, Item A *Subject Premium* of PART II, or ☒ fee schedule described below.
The Claims Service Provider is: AIGCS

FEE SCHEDULE

☒ If X'ed here, the following fee schedule applies:

Claims Services Fee Schedule - Rates per Claimant

Type of Claim	Rate per Claimant	Estimated No. of Claimants	Estimated Fee
Workers Comp			
Medical	125.00	65	\$8,125
Indemnity	900.00	24	\$21,600
California	1,050.00	2	\$2,100
Texas	0.00	0	\$0
AOS	0.00	0	\$0
Surcharge Claims	0.00	0	\$0
Other	0.00	0	\$0
General Liability			
Bodily Injury	0.00	0	\$0
Property Damage	0.00	0	\$0
Other	0.00	0	\$0
Product Liability			
Bodily Injury	0.00	0	\$0
Property Damage	0.00	0	\$0
Other	0.00	0	\$0
Automobile Liability			
Bodily Injury	0.00	0	\$0
Property Damage	0.00	0	\$0
Physical Damage	0.00	0	\$0
Other	0.00	0	\$0
Incident Reports	0.00	0	\$0
Int. to Designated States	0.00	0	\$0
Other	3,175.00	1	\$3,175
Estimated Total Rate-per-Claimant Fee			\$35,000

LARGE RISK RATING PLAN ENDORSEMENT☒ If X'ed here, the following fee schedule applies:**Additional Service Fees Details**

Additional Service Fees	Item Count	Rate/Item	Estimated Fee
Quarterly Loss Report	0	0.00	\$0
Subcontractor Interoffice Supervision	0	0.00	\$0
Magnetic Tape Fee	0	0.00	\$0
Subrogation	0	0.00	\$0
Appraisals	0	0.00	\$0
TPA Expenses	0	0.00	\$0
GAB Expenses	0	0.00	\$0
Cash Management Account Services	0	0.00	\$0
Claim File Reviews	0	0.00	\$0
Contingency Recovery Fees	0	0.00	\$0
Incoming Quality Control	0	0.00	\$0
Legal Cost Control	0	0.00	\$0
Location Visits	0	0.00	\$0
Semiannual Client Meetings	0	0.00	\$0
RMIS Reports	0	0.00	\$0
Customized Account Servicing	0	0.00	\$0
Structured Settlement Program	0	0.00	\$0
Reporting	0	0.00	\$0
Conversion	0	0.00	\$0
Minimum Adjusting Fee	0	0.00	\$0
Intellirisk Charges	0	0.00	\$0
Estimated Additional Services Fee			\$0

Tail Fees Details

Tail Fees	Item Count	Rate/Item	Estimated Fee
Workers Comp Med. Only	0	0.00	\$0
Workers Comp. Indemnity	0	0.00	\$0
General Liability	0	0.00	\$0
Products Liability	0	0.00	\$0
Auto Liability	0	0.00	\$0
Maintenance	0	0.00	\$0
Estimated Tail Fee			\$0

LARGE RISK RATING PLAN ENDORSEMENT☒ If X'ed here, the following fee schedules applies:**Fee Schedule - Time and Expenses**

Type of Charge	Rate	Per	Est. Units	Estimated Fee
Investigating Service by Employed Staff		Hour		
Adjuster		Hour		
General Adjuster		Hour		
Executive General Adjuster		Hour		
Heavy Equipment Appraiser		Hour		
Auto Damage Appraiser		Hour		
Property Damage Appraiser		Hour		
Supervisor		Hour		
Examiner		Hour		
Account Manager		Hour		
		Hour		
		Hour		
Subcontracted Investigations And Appraisals		Hour		
Clerical and Statistical Processing		Hour		
Other Expenses, including				
Telephone		Minute		
Postage & Express Mail		Cost		
Auto Mileage, Rental, Tolls, Parking		Mile		
Photocopies		Copy		
Photography		Photo		
Public Transportation		Cost		
Overhead		Flat		
Services Outside of USA				
Estimated Total Time and Expense				\$0
Estimated Total Claims Service Expenses				\$35,000

LARGE RISK RATING PLAN ENDORSEMENT

Section 8. Taxes and Assessments

The taxes and assessments determined by the method indicated by the box "X'd" below shall apply in determining the *Final Premium* earned under the policies described in Section 1 of Part II during the first annual term of this endorsement. If the Rating Period under this endorsement is longer than 1 year, we will provide you written notice of the applicable taxes and assessments for the subsequent term of the Rating Period not less than thirty (30) days prior to each anniversary of this endorsement.

☒ **Item A. Fixed Rates**

The Average Rates for taxes and assessments are shown in Item A. of Section 9 of PART II. The Average Rates will be fixed and applied without change in determining the *Final Premiums* earned under the policies described in Section I of PART II during the first annual period of this Endorsement.

☐ **Item B. Rates to be Recalculated**

The Average Rates for taxes and assessments are shown in Item A. of Section 9 of Part II. The Average Rates will be recalculated to determine the *Final Premium* under the policies described in Section I of PART II, based on the rates shown in the chart below.

LARGE RISK RATING PLAN ENDORSEMENT

Section 9. The Rating Values and Amounts shown below apply as the *Basis* of the *Final Premium* for the policies described in Section 1 of this Part II.

If the Rating Period exceeds one year; and if the estimated *Basis* of Premium, Minimum Premiums and Estimated Premiums shown below apply only to the first year, on or about each anniversary of the beginning of the Rating Period, we will issue an extension of this Section to show the rating values and amounts for each subsequent year of the Rating Period.

Item A. Subject Premium, part of Final Premium						
Line Items	Rates	Per	Basis Types	Estimated Basis	Minimum Premium	Estimated Premium
Expected Primary Losses	0.0000	1	ULTIMATE LOSSES	0	\$0	\$800,000
Claims Service Fees	0.0000	1	CONTRACT	0	\$0	\$35,000
Basic	0.5934	100	WC PAYROLL	44,332,159	\$262,060	\$263,060
Taxes	3.5237	100	STANDARD PREMIUM	1,337,358	\$0	\$47,124
Taxes/Assessments %				0.0000%	Subtotal	
				or Taxes/Assessments Divisor:	0.000000	
						\$1,145,184
						\$0

Estimated Total Subject Premiums \$1,145,184

Item B. Non-Subject Premiums, part of Final Premium						
Coverage Description	Rates	Per	Basis Types	Estimated Basis	Minimum Premium	Estimated Premium
Excess	0.3995	100	WC PAYROLL	44,332,159	\$177,105	\$177,105
				Estimated Total Non-Subject Premiums		\$177,105

Item C. Summary of Expected Total Cost						
Estimated Final Premium (Part A. plus Part B)						\$1,322,289
Expected Reimbursable Losses and Deductible Losses and Self-Insured Losses and ALAE, if applicable						\$0
Minimum Cost from Section 6. If not applicable, show \$0						\$0
Maximum Cost from Section 6. If not applicable, show \$0						\$0
Surcharges:	0.0000	1	STANDARD PREMIUM	0	\$0	\$9,703
EXPECTED TOTAL COST						\$1,331,992

LARGE RISK RATING PLAN ENDORSEMENT

Section 10. Basis of Premium:

- Payroll:** means all of the money or the substitute for money earned during the terms of the policies described in Section 1 of this PART II by you if you are the proprietor of the insured business, by all partners or joint venturers if you are a partnership or joint venture, by all members if you are a limited liability company, and by all employees including temporary employees and workers leased by you from any employee leasing organization for their services to you during the policy period, subject to limitations set forth in the New York Workers Compensation Rating Bureau's manual rules, if applicable.
- Sales:** means the gross amount of money you or others trading in your name have charged for all goods and services you or they have sold or distributed during the terms of the policies described in Section 1 of this PART II, including charges for delivery, installation, service and repair, and including taxes other than taxes which you or such others collect as a separate item and remit directly to a government division.
- Receipts:** means the gross amount of money you have charged others for work that you, your partners, your employees, your contractors and subcontractors at all levels have performed during the terms of the policies described in Section 1 of this PART II, including taxes other than taxes which you or such others collect as a separate item and remit directly to a government division.
- Cost:** means the total cost to you for all work performed for you during the terms of the policies described in Section 1 of this PART II by independent contractors and their subcontractors at all levels, including the cost of all labor, materials, equipment and supplies furnished, used or delivered for use in the execution of such work, whether furnished by the owner, by contractors, or subcontractors at any level, including but not limited to all fees, allowances, bonuses, and commissions either made, paid or due, as well as taxes other than taxes which you collect as a separate item and remit directly to a government division.
- Units:** means the number of items of the type specified in this endorsement. Units that you hold for use in your business will mean the sum of their number at the inception of the terms of the policies described in Section 1 of this PART II plus their number at their expiration or termination, times 50% of the fraction of a full year that such policies were in force. Units that you sell to others whether for your own account or the account of another means the total number of such units that you sell during the term of such policies.
- Indemnity Losses:** means the total amount we have paid and have reserved for payment as Workers Compensation benefits other than Medical benefits under a policy described in this PART II, including reserves for accidents or illness that have happened but have not been reported to us and for statistically expected loss development on claims that have been reported to us.
- Other:** (Other)

Section 11. Exceptions

LARGE RISK RATING PLAN ENDORSEMENT**PART III. AGGREGATE STOP**

The *Aggregate Stop Amount* and the *Aggregate Stop Limit*, if any, shown in the Schedule below will be applied as explained below.

Section I. Aggregate Stop Amount

1. If an *Aggregate Stop Amount* is shown in the Schedule below, we will not include more than the *Aggregate Stop Amount* in the computation of the *Final Premium* and determination of maximum benefits, damages and "ALAE" payable or reimbursable by you under the terms of the policies described in Section I of PART II, subject to any *Aggregate Stop Limit* shown in the Schedule below.

The maximum benefits, damages and ALAE to be included in the computation of the *Final Premium* will be the *Aggregate Stop Amount* shown in the Schedule below, less the following:

- all *Subject Losses* that you must reimburse us for under any Loss Reimbursement or Deductible terms applicable to the policy covering the *Incurred Loss*, and
 - such amounts as described in Section III below that you have paid as *Self-Insured Losses*.
2. **Adjustment:** If an *Adjustment Rate* and an *Adjustment Basis* are shown in the Schedule below, the *Aggregate Stop Amount* shown in the Schedule below is only an estimate. The *Aggregate Stop Amount* will be finally determined by multiplying the *Adjustment Rate* by the final *Adjustment Basis* as determined by our audit of your books and records. The *Aggregate Stop Amount* will not be less than the estimated amount shown in the Schedule below, unless otherwise set forth in Section 11 of PART Two
3. The *Aggregate Stop Amount* will not be reduced on account of the cancellation of any policy to which this Endorsement applies.

Section II. Aggregate Stop Limit

- If an *Aggregate Stop Limit* is shown in the Schedule below, that Limit is the most *Subject Losses* above the *Aggregate Stop Amount* that will be excluded from the computation of the *Final Premium* and which you will not be required to reimburse us for under any Loss Reimbursement or Deductible terms of the policies described in Section I of PART II.
- The *Aggregate Stop Limit* will not be reduced on account of the cancellation of any policy to which this Endorsement applies.

Section III. Self-Insured Losses

Self-Insured Losses: Losses you incur to which no insurance applies under the policies described in Section I of PART II will NOT be included in determining whether or when the *Aggregate Stop Amount* or *Aggregate Stop Limit* have been reached, except as described herein:

Exceptions: None

SCHEDULE***Aggregate Stop Amount and Aggregate Stop Limit***

The *Aggregate Stop Amount* and the *Aggregate Stop Limit* apply to the ☐ first year of, or ☒ entire Rating Period.

Line of Insurance: Workers Compensation - Insured.

- | | | | | | |
|----|---|------------|-----|-----|---|
| a. | <i>Aggregate Stop Amount</i> , adjustable on the <i>Basis</i> and rate shown below. | | | | \$2,000,000 |
| b. | <i>Basis</i> of Adjustment | WC PAYROLL | Per | 100 | Estimated <i>Basis</i> Amount: \$44,332,159 |
| | | | | | Adjustment Rate: 4.5114 |
| c. | <i>Aggregate Stop Limit</i> | | | | \$0 |

Countersigned by _____ Date: _____
(Authorized Signature)

Schedule of Policies and Payments

Paid Loss Payments Plan

Effective from 12/31/2005 to 12/31/2006

Annexed to the PAYMENT AGREEMENT

effective on 12/31/2004

by and between us,

National Union Fire Insurance Company of Pittsburgh, Pa.

On behalf of itself and all its affiliates including, but not limited to:

American Home Assurance Company

The Insurance Company of the State of Pennsylvania

National Union Fire Insurance Company of Pittsburgh, Pa.

Commerce and Industry Insurance Company

Birmingham Fire Insurance Company

Illinois National Insurance Company

American International South Insurance Company

AIU Insurance Company

American International Pacific Insurance Company

Granite State Insurance Company

Landmark Insurance Company

National Union Fire Insurance Company of Louisiana

New Hampshire Insurance Company

and You, our Client

EXCEL STAFFING SERVICES INC

14988 N 78TH WAY STE 200

SCOTTSDALE AZ 85260-2612

on behalf of You and all Your subsidiaries or affiliates except those listed below:

For our use only: 672951

List of Addressees for Notices and Other Purposes

Your Address:

Contact Name: Denise Mitchell

Company Name: EXCEL STAFFING SERVICES INC

Street: 14988 N 78TH WAY STE 200

City: SCOTTSDALE

State: AZ

Zip: 85260-2812 **Phone:** (480) 315-0490

Your Representative:

Contact Name: Gayle McLean

Company Name: RISK STRATEGIES CO INS BROK IN

Street: 1 SPEEN ST

City: FRAMINGHAM

State: MA

Zip: 01701

Phone: (617) 330-5720

Our Account Executive:

Contact Name: Dmitriy Gorbachevsky

Company Name: American International Group

Street: 80 Pine Street 2nd Floor

City: New York

State: NY

Zip: 10005

Phone: 212-770-1359

Our Law Representative:

Contact Name: Kathleen Donahue-Agullar

Company Name: American International Group

Street: 175 Water Street

City: New York

State: NY

Zip: 10038

Phone: 212-770-7000

Remit Payments to:

Contact Name: Accounting

Company Name: American International Companies

Street: PO Box 10472

City: Newark

State: NJ

Zip: 07193

Phone:

Remit Collateral to:

Contact Name: Attn: Mr. Art Stillwell

Company Name: American International Group Inc.

Street: P.O.Box 923 Wall Street Station

City: New York

State: NY

Zip: 10288

Phone:

Underwriter

Contact Name: Dan Ovadia

Company Name: American International Group

Street: 99 High Street 31st Floor

City: Boston

State: MA

Zip: 02110

Phone: 617-457-2954

Contact Name:

Company Name:

Street:

City:

State:

Zip:

Phone:

A. Policies and Other Agreements

Workers Compensation and Employers Liability Insurance

WC 5731684, WC 5731689, WC 5731690.

Commercial General Liability Insurance

Automobile Liability Insurance

Other Insurance

Other Agreements (Describe)

B. Payment Plan:

1. Cash Deposit, Installments and Estimated Deferred Amounts

Payment No.	Due Date	Provision for Expenses And Excess Losses(1)	Special Taxes and Surcharges	Annual Credit Fee	Provision for Limited Losses(2)	Your Estimated Payment Obligation
1	12/31/2005	\$147,174	\$20,237	\$0	\$67,500	\$234,911
2	01/31/2006	\$54,027	\$0	\$0	\$0	\$54,027
3	02/28/2006	\$54,027	\$0	\$0	\$0	\$54,027
4	03/31/2006	\$54,027	\$0	\$0	\$0	\$54,027
5	04/30/2006	\$54,027	\$0	\$0	\$0	\$54,027
6	05/31/2006	\$54,027	\$0	\$0	\$0	\$54,027
7	06/30/2006	\$54,028	\$0	\$0	\$0	\$54,028
8	07/31/2006	\$54,028	\$0	\$0	\$0	\$54,028
9	08/31/2006	\$54,028	\$0	\$0	\$0	\$54,028
Subtotals		\$579,387	\$20,237	\$0	\$67,500	\$667,124
DLP*		N/A	N/A	N/A	\$832,500	\$832,500
DEP*		\$0	\$0	\$0	N/A	\$0
Totals		\$579,387	\$20,237	\$0	\$900,000	\$1,499,824

DLP means "Deferred Loss Provision". This is the estimated amount You must pay us as "Regular Loss Payments" and "Sizeable Loss Payments" described below.

DEP means "Deferred Expense Provision". This is an estimated amount that You must pay us as follows:

Date	Type	Amount
N/A	N/A	N/A

Notes

(1) "Provision for Expenses and Excess Losses" is a part of the Premium.

(2) "Provision for Limited Losses" includes provision for Loss within Your Retention (both Deductible and Loss Limit) and Your share of ALAE. Any "Deposit" in this column is the Claims Payment Deposit. Refer to definitions in the Payment Agreement.

2. Adjustments

The sums shown above are only estimated amounts. If Your Payment Obligation changes under the terms of the Policies, we will promptly notify You as such changes become known to us. All additional or return amounts relating thereto shall be payable in accordance with the terms of the Payment Agreement.

3. Additional Payments

On a Monthly basis, we will report to You the amounts of Loss and ALAE that we have paid under the Policies. You must subsequently pay us as described below.

Regular Loss Payments: Regular Loss Payments apply in addition to the amounts shown with Due Dates in Section B above.

We will bill You or withdraw funds from the Automatic Withdrawal Account (whichever Billing Method applies as shown below) at the periodic intervals stated above for the amounts of Loss within Your Retention and Your share of ALAE that we will have paid under the Policies, less all amounts You will have paid us to date as such Regular Loss Payments and the Sizable Loss Payments described below.

Sizable Loss Payments: If we must make payment for any Loss within Your Retention and Your share of ALAE arising out of a single accident, occurrence, offense, claim or suit that in combination exceeds the Sizable Loss Payment Amount of \$15,000. You must pay us the amount of that payment of Loss within 10 days after You receive our bill.

Billing Method:

☒ Billing to

☒ You at Your address shown in the Schedule, or

☐ Your Representative at its address shown in the Schedule; or

☐ Automatic Withdrawal from the account described below.

If Automatic Withdrawal Account applies: Minimum Amount:

Name of Depository Institution:

Address:

Account Number:

4. Conversion

The Conversion Date for each Policy described in section A above shall be the date months after the inception of such Policy.

On or shortly after the Conversion Date upon the presentation of our invoice, You must pay in cash the entire unpaid amount of Your Payment Obligation for such Policies.

C. Security Plan

1. Collateral

Collateral on Hand (by Type)	Amount of Collateral
Escrow	\$40,000
LOCs	\$840,000
Total Collateral on Hand	\$880,000

Additional Collateral Required (by Type)	Amount of Collateral	Due Date
Cash Security (Cash - Non Depleting)	\$55,200	2008-03-31
Cash Security (Cash - Non Depleting)	\$55,200	2008-04-30
Cash Security (Cash - Non Depleting)	\$55,200	2008-05-31
LETTER OF CREDIT	\$666,900	2005-12-31
CLAIMS PAYMENT FUND	\$87,500	2005-12-31
Total Additional Collateral Required	\$900,000	
Total Collateral Required	\$1,780,000	

2. Financial Covenants, Tests, or Minimum Credit Ratings

We may require additional collateral from You in the event of the following:

a. Credit Trigger:

- i. If the credit rating of the entity named below and for the type of debt described below, promulgated by Standard & Poor's Corporation ("S&P") or by Moody's Investors Services, Inc. ("Moody's"), drops below the grade shown respectively under S&P or Moody's, or
- ii. If S&P or Moody's withdraws any such rating.

We may require and You must deliver such additional collateral according to the Payment Agreement up to an amount such that our unsecured exposure will not exceed the amount shown as the Maximum Unsecured Exposure next to such rating in the grid below.

"Unsecured exposure" is the difference between the total unpaid amount of Your Payment Obligation (including any similar obligation incurred before the inception of the Payment Agreement and including any portion of Your Payment Obligation that has been deferred and is not yet due) and the total amount of Your collateral that we hold.

Name of Entity: Type of Debt Rated:

Ratings at Effective Date		
S&P	Moody's	Unsecured Exposure at Effective Date
Potential Future Ratings		
S&P	Moody's	Maximum Unsecured Exposure
AA-	Aa3	
A-	A3	
BBB	Baa2	
BB	Ba2	

b. Other Financial Tests or Covenants:

3. Adjustment of Credit Fee

If the amount of unsecured exposure is changed because of Your delivery of additional collateral to us due to the requirements under Item 2 above, the Credit Fee shall be adjusted on a pro-rata basis from the date of such delivery.

SIGNATURES

IN WITNESS WHEREOF, You and we have caused this Schedule to be executed by the duly authorized representatives of each.

For us, National Union Fire Insurance Company of
Pittsburgh Pa., on behalf of itself and all its affiliates,

For You: EXCEL STAFFING SERVICES INC

05/01/2008 08:30 9086794297

AIG

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this 24 day of April, 2006
Signed by Bradley Smith
Typed Name Bradley Smith
Title Attorney In Fact

this _____ day of _____
Signed by Cliff
Typed Name Cliff Blake
Title President

LARGE RISK RATING PLAN ENDORSEMENT

PLAN TYPE ONE YEAR

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to the preparation of the policy.)

This Endorsement, effective 12:01 AM 12/31/2005 forms a part of Policy Number WC 5731689

Issued to EXCEL STAFFING SERVICES INC

By American Home Assurance Company

PART I. GENERAL TERMS and CONDITIONS

This endorsement determines the *Final Premium* for the insurance provided during the Rating Period by this policy, any other policy described in this endorsement in Section 1 of PART II, and the renewals and replacements of each (the "policies"). The Rating Period begins and ends at 12:01 AM on the respective dates shown in Section 1 of PART II. If the Plan Type of this endorsement states Construction Project, this endorsement applies only to, and for the duration of, the construction project described in Section 1 of PART II.

The rates and the basis types described in PART II will remain fixed for the duration of the Rating Period, except (if applicable) Section 7 "Claims Service Charges on Fee Basis", Section 8 "Taxes, Assessments and Surcharges", and any applicable items set forth in Section 11 "Exceptions". These exceptions will be subject to change at each anniversary of the beginning of the Rating Period.

Section 1. Premium Calculation

The *Final Premium* for the policies will be the sum of the total *Subject Premium* and the total *Non-Subject Premium*. The way that the total *Subject Premium* will be determined is described below and is shown in Section 9, Item A of PART II. The way that the total *Non-Subject Premium* will be determined is described below and is shown in Section 9, Item B of PART II.

A. **Total Subject Premium:** The total *Subject Premium* for the policies will be determined separately by state and kind of insurance. For each state and kind of insurance, the *Subject Premium* shall be the sum of *Subject Losses* and the Charges for the Insurance Charge, Expenses and Profit divided by the Tax/Assessment Divisor as determined below.

1. **Subject Losses:** The first part of the *Subject Premium* will be the sum of all *Subject Losses* under any applicable terms of the policies described in Section 1 of PART II and as identified in Section 5, Item A of PART II.

2. **Charges for Insurance Charge, Expenses and Profit:** The second part of the *Subject Premium* will be the component parts of the *Subject Premium* other than *Subject Losses* that are identified as "line items" in Section 9, Item A of PART II.

The entire estimated amount of each such charge can be found in Section 9, Item A of PART II subject to any applicable Minimum Premium shown for it.

We will apportion the entire amount of each such charge to each kind of insurance and state covered under the policies in proportion to the respective *Standard Premium* of each, except that:

- a. Charges for claims service expenses will be allocated in proportion to respective *Subject Losses*, and
- b. Charges for administrative expenses and profit for the kinds of insurance in the states described in Section 2 of PART II will be the difference between:
 - i. the *Final Premium* for such kinds of insurance and states determined as provided for in the policy other than by this Endorsement, and
 - ii. the sum of *Subject Losses*, all other charges for the Insurance Charge, Expenses and Profit included in this item 2, taxes and assessments determined through the application of the Tax/Assessment Divisor, and *Non-Subject Premiums* for such states.

3. **Tax/Assessment Divisor:** One (1.000) less the Tax/Assessment Rate as shown in Section 9 Item A of PART II. The rate is calculated as indicated in Section 8 of PART II.

B. **Total Non-Subject Premium:** The part of the *Final Premium* for the kinds or layers of insurance described in Section 9, Item B of PART II will be calculated as shown therein. If no *Basis* of premium determination for *Non-Subject Premium* is shown in Section 9, Item B of PART II, the *Non-Subject Premium* will be determined as set forth in the policy under which such insurance is provided.

LARGE RISK RATING PLAN ENDORSEMENT

Section 2. Schedule of Premium Adjustments

- A. The estimated *Final Premium* is shown in Section 9, Item C of PART II. We will recalculate the estimated *Final Premium* as soon as practicable after the First Valuation Date shown in Section 5 of PART II. We will recalculate the estimated *Final Premium* annually thereafter until you and we agree in writing that no more recalculations will be done.
- B. Additional premium due us, or return premium due you, resulting from the calculation or recalculation of the *Final Premium*, will be payable in its entirety promptly unless otherwise specified in a premium finance agreement between you and us.

Section 3. Expected Total Cost

In addition to *Final Premium*, you may be liable under the terms of the policies for reimbursements of certain losses and *Allocated Loss Adjustment Expenses* we pay, subject to any *Minimum Cost* and *Maximum Cost* as described below, and surcharges. Our estimated amounts for such additional costs, if any, are shown in Section 9, Item C of PART II.

- A. **Minimum Cost:** If a *Minimum Cost* is applicable, that amount is the minimum you must pay for the *Subject Premium* and, if applicable, *Non-Subject Premium*, *Reimbursable Losses*, *Deductible Losses*, *Self-Insured Losses* and *ALAE* itemized in Section 6 Item A. c. of PART II. Component items not itemized in Section 6, Item A. c. of Part II are not included in the *Minimum Cost*. If an Adjustment Rate and a *Basis of Adjustment* are shown in Section 6, Item A. a. of PART II, the *Minimum Cost* will be determined by multiplying the Adjustment Rate by the actual *Basis of Adjustment* as determined by our final audit of your books and records.
- B. **Maximum Cost:** If a *Maximum Cost* is applicable, that amount is the maximum you must pay for *Subject Premium* and, if applicable, *Non-Subject Premium*, *Reimbursable Losses*, *Deductible Losses*, *Self-Insured Losses* and *ALAE* itemized in Section 6 Item B. c. of PART II. Component items not itemized in Section 6, Item B. c. of Part II are not included in the *Maximum Cost*. If an Adjustment Rate and a *Basis of Adjustment* are shown in Section 6, Item B. a. of PART II, the *Maximum Cost* will be determined by multiplying the Adjustment Rate by the actual *Basis of Adjustment* as determined by our final audit of your books and records.

Section 4. Definitions

- A. "**Aggregate Stop Amount**" means the maximum amount of benefits, damages and *ALAE* payable by you for losses under the policies described in Section I of PART II, subject to any *Aggregate Stop Limit*.
- B. "**Aggregate Stop Limit**" means the maximum amount of benefits, damages and *ALAE* above the *Aggregate Stop Amount* that we will not require you to reimburse us for under any Loss Reimbursement or Deductible terms of the policies described in Section I of PART II.
- C. "**Allocated Loss Adjustment Expenses**" or "**ALAE**" will include all fees for service of process and court costs and court expenses; pre- and post-judgment interest; attorneys' fees; cost of undercover operative and detective services; costs of employing experts; costs for legal transcripts, copies of any public records, and costs of depositions and court-reported or recorded statements; costs and expenses of subrogation; and any similar fee, cost or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a loss or a claim or suit against you, or to the protection and perfection of your or our subrogation rights.

ALAE will not include loss adjustment expenses explicitly included in the premium calculation formula of Section 1, Paragraph A, Item 2 of this PART I or otherwise explicitly included in the rating values shown in PART II; nor the salary, employee benefits, or overhead of any of our employees, nor the fees of any attorney who is our employee or under our permanent retainer; nor the fees of any attorney we retain to provide counsel to us about our obligations, if any, under any policy issued by us or our affiliated companies, with respect to a claim or suit against you.

ALAE Option selected and shown in Section 3 of PART II is described below.

- a. **Option A:** *Subject Loss* includes all or a part of all *ALAE* such that the *Subject Loss* will not exceed the applicable *Retained Amount*.
- b. **Option B:** *Subject Loss* includes 100% of all *ALAE*.
- c. **Option C:** *Subject Loss* includes all or a part of *ALAE* calculated according to the following formula:
- i. if we incur NO obligation under the policies to pay damages, benefits or indemnity resulting from a claim, *Subject Loss* under that claim will include all *ALAE* up to the applicable *Retained Amount* and a percentage of all *ALAE* in excess thereof. That percentage is shown in Section 3 of PART II under "Option C Excess %"; or

LARGE RISK RATING PLAN ENDORSEMENT

- ii. If we DO incur an obligation to pay damages, benefits or indemnity under the policies because of a claim, *Subject Loss* under that claim will include all *ALAE* incurred under that claim, multiplied by the amount of our obligation to pay damages or benefits up to the applicable *Retained Amount*, divided by the total amount of our obligation to pay damages or benefits.
- d. Option D: *Subject Loss* includes none of the *ALAE*.
- D. "Basis" will have the meaning(s) shown in Section 10 of PART II.
- E. "Deductible Loss" means any amount that you must reimburse us under a Deductible Endorsement of the policies described in Section I of PART II.
- F. "Final Premium" means the premium for the insurance afforded under the policies described in Section 1 of PART II and others as may be added by endorsement thereto, upon its final recalculation according to the terms of the policies and this endorsement. Prior to such final recalculation, the premium for such insurance is only the estimated premium.
- G. "Incurred Loss" means the total amount we have paid and have reserved for payment as damages or benefits because of an occurrence, accident, claim or suit, and all the *Allocated Loss Adjustment Expenses* we incur in connection therewith under a policy described in PART II, including reserves for occurrences, accidents, claims or suits that have happened but have not been reported to us and for statistically expected loss development on claims that have been reported to us.
- H. "Minimum Cost" means the minimum amount payable by you for the Schedule of *Subject Premium* and *Reimbursable Losses* and *Deductible Losses* and *Self-Insured Losses* and *ALAE*, if applicable, described in Section 6 of PART II.
- I. "Maximum Cost" means the maximum amount payable by you for the Schedule of *Subject Premium* and *Reimbursable Losses* and *Deductible Losses* and *Self-Insured Losses* and *ALAE*, if applicable, described in Section 6 of PART II.
- J. "Non-Subject Premium" means the premium not subject to the premium calculation of this endorsement.
- K. "Reimbursable Loss" means any amount that you must reimburse us under a Loss Reimbursement Endorsement of the policies described in Section I of Part II.
- L. "Retained Amount" means:
1. the amount that is specified as your Self-Insured Retention or as the Loss Reimbursement amount or Deductible amount applicable to an *Incurred Loss* in the applicable policy; or
 2. if the foregoing does not apply, the largest part of any damages or benefits paid or payable under a policy because of any single accident, occurrence, claim or suit, that we will include in the computation of the *Subject Premium*.
- Such amount is shown in Section 4 of PART II for each type of insurance afforded under the policies described in Section 1 of PART II.
- M. "Self-Insured Loss" or "SIR" means any loss you incur under a Self-Insured Retention of the policies described in Section I of PART II.
- N. "Standard Premium" means the premium as calculated according to the terms of each applicable policy, without application of this Endorsement, subject to the following:
1. For Workers Compensation and Employers Liability Insurance, *Standard Premium* means the premium determined on the basis of our rates as approved by regulatory authority, the remuneration of your employees in the coverage period, your Experience Modifications and Schedule Modifications, Loss Constant, and Minimum Premiums. Determination of *Standard Premium* will exclude:
 - a. any discount that recognizes any reduction in our expense ratio based on premium size or other factors; or
 - b. any discount for a Loss Reimbursement or Deductible.
 - c. Expense Constant.
 2. For all other insurance, *Standard Premium* is the premium as calculated according to the terms of each applicable policy for insurance within the *Retained Amounts*, but without the application of this Endorsement, and without reduction for:

LARGE RISK RATING PLAN ENDORSEMENT

- a. any discount that recognizes any reduction in our expense ratio based on premium size or other factors; or
 - b. any discount for a Loss Reimbursement or Deductible.
- O. "Subject Loss" means the entire *Incurred Loss* (including any reimbursable or deductible portion of it) up to the sum of:
- 1. the damages or benefits we must pay or have paid up to the *Retained Amount*, and
 - 2. all or a part of the *Allocated Loss Adjustment Expenses* we incur in accordance with the *ALAE* Option shown in Section 3 of PART II and defined in Item C of this section.
- P. "Subject Premium" means the premium subject to retrospective adjustment on the basis described in Section 1, Paragraph A of this PART I.

Section 5. Exceptions and Changes

All exceptions and changes, if any, to the provisions of PART I, PART II or PART III of this endorsement are set forth in Section 11 of PART II or in a written addendum hereto.

LARGE RISK RATING PLAN ENDORSEMENT**PART II. SCHEDULE of POLICIES and RATING VALUES****Section 1. APPLICATION of this Endorsement**

RATING PERIOD: This Endorsement applies to the period beginning **12/31/2005** and ending **12/31/2006**.

The *Basis of Premium, Subject Losses, Self-Insured Losses, Minimum Cost, Maximum Cost, Minimum Premiums and Estimated Premiums* shown in Section 5, Section 6, Section 7 and Section 9 of this PART II are estimated amounts for:

☐ the first year of the Rating Period, or ☒ the entire Rating Period.

POLICIES:

☒ This Endorsement applies to the policies described below, and to their replacements and renewals effective during the Rating Period, or

☐ This Endorsement applies to the policies described below, and to their replacements and renewals, and all subcontractor policies issued under a **Construction Project**. The Construction Project is described as follows:

N/A

a. Workers Compensation and Employers Liability Insurance policies:
WC 5731684 , WC 5731689 , WC 5731690.

b. Commercial General Liability Insurance policies:

c. Automobile Liability Insurance policies:

d. Other Insurance policies (described):

Section 2. Premiums for insurance on risks in states described below will be determined in accordance with the terms of the applicable policy other than this endorsement.

Kinds of Insurance	States
WC	FL

Section 3. Allocated Loss Adjustment Expenses Options

ALAE Option (enter ALAE Option A, B, C or D as applicable)	If ALAE Option C, enter Excess %	Applies to
C	100%	WC 5731684 , WC 5731690 , WC 5731689 .

LARGE RISK RATING PLAN ENDORSEMENT

Section 4. Retained Amounts: ☒ applicable to all Insureds; or ☐ refer to Extension Schedule

Kind of Insurance	Retained Amount	Applicable to	Limitations or Descriptions
Workers Compensation			
Workers Compensation and Employers Liability under State Law - Insured States	\$350,000	Each Accident or each Person for Disease	
Workers Compensation and Employers Liability under Federal Law - Insured States	\$350,000	Each Accident or each Person for Disease	
Workers Compensation and Employers Liability - Self-Insured States	\$0	Each Accident or each Person for Disease	
Employers Liability - Monopolistic States		Each Accident or each Person for Disease Each Accident or each Person for Disease	
Commercial General Liability			
Premises, Operations, Personal and Advertising Injury, Medical Payments, or Damage to Property Liability	\$0	Each Occurrence	
Products or Completed Operations Liability	\$0	Each Occurrence	
[Other]		Each Occurrence	
Commercial Automobile Liability, including UM/UIM and PIP/No Fault, if any			
Automobile Liability	\$0	Each Accident	
Garage Liability	\$0	Each Accident	
[Other]		Each Accident	
Combined Kinds Retention			
		Each Occurrence	

Section 5. Forecast of Subject Losses

We have shown our forecast of your *Subject Losses* below.

- a. Reimbursable and deductible portion of covered *Incurred Losses* (except amounts insured under "Deductible Liability Protection" policies, if any, subject to this Endorsement) \$72,703
- b. All other covered *Subject Losses* (including amounts insured under "Deductible Liability Protection" policies, if any, subject to this Endorsement) \$827,297

First Loss Valuation Date: 05/31/2007 and annually thereafter until all claims are closed or mutually agreed upon as to value.

Section 6. Minimum Cost and Maximum Cost

The *Minimum Cost* and *Maximum Cost*, if any, will be applied as explained below.

Item A. Minimum Cost: ☐ applicable, or ☒ not applicable

Line of Insurance: None

- a. *Minimum Cost*, adjustable on the *Basis* and rate shown below: \$0
- | | | | |
|--------------------------------|------|-------------------------|--------|
| <i>Basis of Adjustment:</i> | None | Per | 0 |
| <i>Estimated Basis amount:</i> | \$0 | <i>Adjustment Rate:</i> | 0.0000 |

LARGE RISK RATING PLAN ENDORSEMENT

- b. *Self-Insured Losses* you incur to which no insurance under the policies described in Section 1 of this PART II applies will NOT be included in determining whether or when the *Minimum Cost* has been reached, except as described herein:

Exceptions: N/A

Our forecast of your *Self-Insured Losses* included in paragraph a. above \$0

- c. The following *Minimum Cost* itemization schedule applies:

Item B. *Maximum Cost*: ☐ applicable, or ☒ not applicable

Line of Insurance: None

The *Maximum Cost* will not be less than the estimated amount shown below, unless otherwise set forth in Section 11 of PART Two.

- a. *Maximum Cost*, adjustable on the *Basis* and rate shown below: \$0
- | | | | | |
|-------------------------|------|-----|---|-------------------------|
| Basis of Adjustment: | None | Per | 0 | |
| Estimated Basis amount: | \$0 | | | Adjustment Rate: 0.0000 |
- b. *Self-Insured Losses* you incur to which no insurance under the policies described in Section 1 of this PART II applies will NOT be included in determining whether or when the *Maximum Cost* has been reached, except as described herein:
- Exceptions: N/A
- Our forecast of your *Self-Insured Losses* included in paragraph a. above \$0
- c. The following *Maximum Cost* itemization schedule applies:

LARGE RISK RATING PLAN ENDORSEMENT**Section 7. Claims Service Charges**

☒ Charge shown in Section 9, Item A *Subject Premium* of PART II, or ☐ fee schedule described below.

The Claims Service Provider is: AIGCS

FEE SCHEDULE

☐ If X'ed here, the following fee schedule applies:

Claims Services Fee Schedule - Rates per Claimant

Type of Claim	Rate per Claimant	Estimated No. of Claimants	Estimated Fee
Workers Comp			
Medical	0.00	0	\$0
Indemnity	0.00	0	\$0
California	0.00	0	\$0
Texas	0.00	0	\$0
AOS	0.00	0	\$0
Surcharge Claims	0.00	0	\$0
Other	0.00	0	\$0
General Liability			
Bodily Injury	0.00	0	\$0
Property Damage	0.00	0	\$0
Other	0.00	0	\$0
Product Liability			
Bodily Injury	0.00	0	\$0
Property Damage	0.00	0	\$0
Other	0.00	0	\$0
Automobile Liability			
Bodily Injury	0.00	0	\$0
Property Damage	0.00	0	\$0
Physical Damage	0.00	0	\$0
Other	0.00	0	\$0
Incident Reports	0.00	0	\$0
Int. to Designated States	0.00	0	\$0
Other	0.00	0	\$0
Estimated Total Rate-per-Claimant Fee			\$0

LARGE RISK RATING PLAN ENDORSEMENT☐ If X'ed here, the following fee schedule applies:**Additional Service Fees Details**

Additional Service Fees	Item Count	Rate/Item	Estimated Fee
Quarterly Loss Report	0	0.00	\$0
Subcontractor Interoffice Supervision	0	0.00	\$0
Magnetic Tape Fee	0	0.00	\$0
Subrogation	0	0.00	\$0
Appraisals	0	0.00	\$0
TPA Expenses	0	0.00	\$0
GAB Expenses	0	0.00	\$0
Cash Management Account Services	0	0.00	\$0
Claim File Reviews	0	0.00	\$0
Contingency Recovery Fees	0	0.00	\$0
Incoming Quality Control	0	0.00	\$0
Legal Cost Control	0	0.00	\$0
Location Visits	0	0.00	\$0
Semiannual Client Meetings	0	0.00	\$0
RMIS Reports	0	0.00	\$0
Customized Account Servicing	0	0.00	\$0
Structured Settlement Program	0	0.00	\$0
Reporting	0	0.00	\$0
Conversion	0	0.00	\$0
Minimum Adjusting Fee	0	0.00	\$0
Intellirisk Charges	0	0.00	\$0
Administration Fee	0	0.00	\$0
Estimated Additional Services Fee			\$0

Tail Fees Details

Tail Fees	Item Count	Rate/Item	Estimated Fee
Workers Comp Med. Only	0	0.00	\$0
Workers Comp. Indemnity	0	0.00	\$0
General Liability	0	0.00	\$0
Products Liability	0	0.00	\$0
Auto Liability	0	0.00	\$0
Maintenance	0	0.00	\$0
Estimated Tail Fee			\$0

LARGE RISK RATING PLAN ENDORSEMENT

☐ If X'ed here, the following fee schedules applies:

Fee Schedule - Time and Expenses

Type of Charge	Rate	Per	Est. Units	Estimated Fee
Investigating Service by Employed Staff		Hour		
Adjuster		Hour		
General Adjuster		Hour		
Executive General Adjuster		Hour		
Heavy Equipment Appraiser		Hour		
Auto Damage Appraiser		Hour		
Property Damage Appraiser		Hour		
Supervisor		Hour		
Examiner		Hour		
Account Manager		Hour		
		Hour		
		Hour		
Subcontracted Investigations And Appraisals		Hour		
Clerical and Statistical Processing		Hour		
Other Expenses, including				
Telephone		Minute		
Postage & Express Mail		Cost		
Auto Mileage, Rental, Tolls, Parking		Mile		
Photocopies		Copy		
Photography		Photo		
Public Transportation		Cost		
Overhead		Flat		
Services Outside of USA				
Estimated Total Time and Expense				\$0
Estimated Total Claims Service Expenses				\$0

LARGE RISK RATING PLAN ENDORSEMENT

Section 8. Taxes and Assessments

The taxes and assessments determined by the method indicated by the box "X'd" below shall apply in determining the *Final Premium* earned under the policies described in Section 1 of Part II during the first annual term of this endorsement. If the Rating Period under this endorsement is longer than 1 year, we will provide you written notice of the applicable taxes and assessments for the subsequent term of the Rating Period not less than thirty (30) days prior to each anniversary of this endorsement.

☒ **Item A. Fixed Rates**

The Average Rates for taxes and assessments are shown in Item A. of Section 9 of PART II. The Average Rates will be fixed and applied without change in determining the *Final Premiums* earned under the policies described in Section I of PART II during the first annual period of this Endorsement.

☐ **Item B. Rates to be Recalculated**

The Average Rates for taxes and assessments are shown in Item A. of Section 9 of Part II. The Average Rates will be recalculated to determine the *Final Premium* under the policies described in Section I of PART II, based on the rates shown in the chart below.

LARGE RISK RATING PLAN ENDORSEMENT

Section 9. The Rating Values and Amounts shown below apply as the *Basis* of the *Final Premium* for the policies described in Section 1 of this Part II.

If the Rating Period exceeds one year, and if the estimated *Basis* of Premium, Minimum Premiums and Estimated Premiums shown below apply only to the first year, on or about each anniversary of the beginning of the Rating Period, we will issue an extension of this Section to show the rating values and amounts for each subsequent year of the Rating Period.

Item A. Subject Premium, part of Final Premium

Line Items	Rates	Per	Basis Types	Estimated Basis	Minimum Premium	Estimated Premium
Expected Primary Losses	0.0000	1	ULTIMATE LOSSES	0	\$0	\$827,297
Claims Service Fees	1.0900	1	ULTIMATE LOSSES	900,000	\$0	\$40,000
Basic	18.3665	100	STANDARD PREMIUM	1,509,818	\$277,300	\$277,300
Taxes	4.6267	100	STANDARD PREMIUM	1,509,818	\$0	\$69,855
Subtotal						\$1,214,452
Taxes/Assessments %	0.0000%	or	Taxes/Assessments Divisor:	0.000000		\$0

Estimated Total Subject Premiums \$1,214,452

Item B. Non-Subject Premiums, part of Final Premium

Coverage Description	Rates	Per	Basis Types	Estimated Basis	Minimum Premium	Estimated Premium
Excess Premium WCThe Entire Contract	12.7321	100	STANDARD PREMIUM	1,509,818	\$192,232	\$192,232
Estimated Total Non-Subject Premiums						\$192,232

Item C. Summary of Expected Total Cost

Estimated Final Premium (Part A. plus Part B)						\$1,406,684
Expected Reimbursable Losses and Deductible Losses and Self-Insured Losses and ALAE, if applicable						\$72,703
Minimum Cost from Section 6. If not applicable, show \$0						\$0
Maximum Cost from Section 6. If not applicable, show \$0						\$0
Surcharges:	0.0000	1	STANDARD PREMIUM	0	\$0	\$20,237
EXPECTED TOTAL COST						\$1,499,624

LARGE RISK RATING PLAN ENDORSEMENT

Section 10. Basis of Premium:

- Payroll:** means all of the money or the substitute for money earned during the terms of the policies described in Section 1 of this PART II by you if you are the proprietor of the insured business, by all partners or joint venturers if you are a partnership or joint venture, by all members if you are a limited liability company, and by all employees including temporary employees and workers leased by you from any employee leasing organization for their services to you during the policy period, subject to limitations set forth in the New York Workers Compensation Rating Bureau's manual rules, if applicable.
- Sales:** means the gross amount of money you or others trading in your name have charged for all goods and services you or they have sold or distributed during the terms of the policies described in Section 1 of this PART II, including charges for delivery, installation, service and repair, and including taxes other than taxes which you or such others collect as a separate item and remit directly to a government division.
- Receipts:** means the gross amount of money you have charged others for work that you, your partners, your employees, your contractors and subcontractors at all levels have performed during the terms of the policies described in Section 1 of this PART II, including taxes other than taxes which you or such others collect as a separate item and remit directly to a government division.
- Cost:** means the total cost to you for all work performed for you during the terms of the policies described in Section 1 of this PART II by independent contractors and their subcontractors at all levels, including the cost of all labor, materials, equipment and supplies furnished, used or delivered for use in the execution of such work, whether furnished by the owner, by contractors, or subcontractors at any level, including but not limited to all fees, allowances, bonuses, and commissions either made, paid or due, as well as taxes other than taxes which you collect as a separate item and remit directly to a government division.
- Units:** means the number of items of the type specified in this endorsement. Units that you hold for use in your business will mean the sum of their number at the inception of the terms of the policies described in Section 1 of this PART II plus their number at their expiration or termination, times 50% of the fraction of a full year that such policies were in force. Units that you sell to others whether for your own account or the account of another means the total number of such units that you sell during the term of such policies.
- Indemnity Losses:** means the total amount we have paid and have reserved for payment as Workers Compensation benefits other than Medical benefits under a policy described in this PART II, including reserves for accidents or illness that have happened but have not been reported to us and for statistically expected loss development on claims that have been reported to us.
- Other:** (Other)

Section 11. Exceptions

\$40,000 claims fee represents a deposit only. LCF is 9 percent

LARGE RISK RATING PLAN ENDORSEMENT

PART III. AGGREGATE STOP

The *Aggregate Stop Amount* and the *Aggregate Stop Limit*, if any, shown in the Schedule below will be applied as explained below.

Section I. Aggregate Stop Amount

1. If an *Aggregate Stop Amount* is shown in the Schedule below, we will not include more than the *Aggregate Stop Amount* in the computation of the *Final Premium* and determination of maximum benefits, damages and "ALAE" payable or reimbursable by you under the terms of the policies described in Section I of PART II, subject to any *Aggregate Stop Limit* shown in the Schedule below.

The maximum benefits, damages and ALAE to be included in the computation of the *Final Premium* will be the *Aggregate Stop Amount* shown in the Schedule below, less the following:

- a) all *Subject Losses* that you must reimburse us for under any Loss Reimbursement or Deductible terms applicable to the policy covering the *Incurred Loss*, and
 - b) such amounts as described in Section III below that you have paid as *Self-Insured Losses*.
2. **Adjustment:** If an *Adjustment Rate* and an *Adjustment Basis* are shown in the Schedule below, the *Aggregate Stop Amount* shown in the Schedule below is only an estimate. The *Aggregate Stop Amount* will be finally determined by multiplying the *Adjustment Rate* by the final *Adjustment Basis* as determined by our audit of your books and records. The *Aggregate Stop Amount* will not be less than the estimated amount shown in the Schedule below, unless otherwise set forth in Section 11 of PART Two
 3. The *Aggregate Stop Amount* will not be reduced on account of the cancellation of any policy to which this Endorsement applies.

Section II. Aggregate Stop Limit

1. If an *Aggregate Stop Limit* is shown in the Schedule below, that Limit is the most *Subject Losses* above the *Aggregate Stop Amount* that will be excluded from the computation of the *Final Premium* and which you will not be required to reimburse us for under any Loss Reimbursement or Deductible terms of the policies described in Section I of PART II.
2. The *Aggregate Stop Limit* will not be reduced on account of the cancellation of any policy to which this Endorsement applies.

Section III. Self-Insured Losses

Self-Insured Losses: Losses you incur to which no insurance applies under the policies described in Section I of PART II will NOT be included in determining whether or when the *Aggregate Stop Amount* or *Aggregate Stop Limit* have been reached, except as described herein:

Exceptions: None

SCHEDULE

Aggregate Stop Amount and Aggregate Stop Limit

The *Aggregate Stop Amount* and the *Aggregate Stop Limit* apply to the ☐ first year of, or ☐ entire Rating Period.

Line of Insurance: None

- | | | |
|----|---|--------|
| a. | <i>Aggregate Stop Amount</i> , adjustable on the <i>Basis</i> and rate shown below. | \$0 |
| b. | <i>Basis of Adjustment</i> | |
| | None Per 0 Estimated <i>Basis</i> Amount: | \$0 |
| | Adjustment Rate: | 0.0000 |
| c. | <i>Aggregate Stop Limit</i> | \$0 |

Countersigned by _____ Date _____
(Authorized Signature)

EXHIBIT B

AIG Risk Management, Inc.

EXCEL STAFFING SERVICES C572950 Calculation of Security Requirements

Current security requirements:
Reserve Need, Prior Years:
 SIR: \$1,796,250 for the policy period(s) from 12/31/2004 to 12/31/2006
 LESS SIR Waived: \$350,000
 Security need, Current Period: \$0
 LESS Losses paid to date on current period: \$0
 Adjustment to Current Period: \$0
 Security need on upcoming renewal: \$0
 Total reserve need, all periods \$2,146,250

Actuary approval needed. Please contact Actuarial.

Current security on hand:
LOC's (total):
 Cash Collateral: \$0
 Trust Funds: \$1,672,300
 Other: \$0
 Escrow: \$0
 Bonds: \$107,500
 Money Market: \$0
 Custodial: \$0
 Less: Total security on hand: \$1,779,800
 Total current coverage (deficiency): (\$366,450)

Outstanding receivables:
BP/R Fees:
 Losses Receivable: \$973,343
 T&E Receivable: \$1,575,078
 Final Claims Reconciliation: \$0
 Audit/Special Taxes: \$0
 Total Receivables: \$2,548,421
 Total net current coverage (deficiency): (\$2,914,871)

Version 6.41
Revised 3/03

Excel Staffing Services C572950 Sec Calc valued 06-03-2008 with agg stop

6/18/2008 9:44 AM

AIG Risk Management, Inc.
EXCEL STAFFING SERVICES C572950
 Calculation of Security Requirements
 Losses valued as of June 03, 2008

Summary, All Lines Combined

Policy Period		Capped		Ultimate		Capped		Aggregate		Aggregate		Loss		Indicated	
From	To	Age	Inurred	Losses	Losses	Paid	Losses	Attachment	Point	Limit	Limit	Adjustor	AIGCS	Reserve	Need
12/31/04	12/31/05	41	1,814,978	2,052,883	2,052,883	1,521,242	1,521,242	2,052,883	2,052,883	999,999,999	999,999,999	AIGCS	AIGCS	531,641	531,641
12/31/05	12/31/06	29	1,890,105	2,728,985	2,728,985	1,464,376	1,464,376							1,264,609	1,264,609

Total	\$3,705,083	\$4,781,868	\$2,985,618	\$1,796,250
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Version 6.41
 Revised 3/03

Excel Staffing Services C572950 Sec Calc valued 06-03-2008 with ags stop

6/18/2008 9:44 AM

AIG Risk Management, Inc.
EXCEL STAFFING SERVICES C572950
 Calculation of Security Requirements
 Losses valued as of June 03, 2008

Workers Compensation

Policy Period		Age	Capped Incurred		LDF	Ultimate Losses	Capped Paid Losses	Indicated Reserve Need	Loss Adjustor	SIR/Ded.
From	To		Losses	Losses						
12/31/04	12/31/05	41	1,814,978	1,254	1.254	2,275,353	1,521,242	754,111	AIGCS	350,000
12/31/05	12/31/06	29	1,890,105	1,444	1.444	2,728,985	1,464,376	1,264,609	AIGCS	350,000

\$3,705,083

\$5,004,337

\$2,985,618

\$2,018,720

Excel Staffing Services C572950 Sec Calc valued 06-03-2008 with agg stop

Version 6.41
Revised 3/03

6/18/2008 9:44 AM

**National Union Fire Insurance
Company of Pittsburgh, PA**EXECUTIVE OFFICES
70 Pine Street
New York, NY 10270
(212) 770-7000

June 4, 2008

Shannon Day -CFO
Excel Staffing Services, Inc.
14988 North 78th Way - Suite 200
Scottsdale, Arizona 85260-2612Account Name: Excel Staffing Services, Inc.
Client Code:
Invoice Number: June 3, 2008 True up
Adjuster: AIG Claim ServicesDescription: June 3, 2008 inception to date losses
AIGRM Contact: Christopher Kessel
Phone: 908-679-3931
Program Type: Note

<u>Contract K#</u>	<u>Policy Period</u>	<u>Losses Amount</u>	<u>Excess Amount</u>	<u>Loss Advance Credit</u>	<u>Amount Due</u>
572950	12/31/04-12/31/05	\$ 1,521,242.01	\$ -	\$ -	\$ 1,521,242.01
572951	12/31/05-12/31/06	\$ 1,464,375.72	\$ -	\$ -	\$ 1,464,375.72
		\$ 2,985,617.73	\$ -	\$ -	\$ 2,985,617.73

Less: Previously Paid \$1,410,540.33Total Amount Due: \$ 1,575,077.40**Payment Via Wire To**JP Morgan Chase
New York, NY
ABA # 021000021
National Union Fire Insurance
Acct # 323-160387**Payment Via Check To**National Union
AIGRM Special Business
Post Office Box 35657
Newark, NJ 07193-5657

For Bank Use Only 13002200-070105-729-500 NL05085729A

EXCEL STAFFING, K#572950
MSA CASH RECEIPTS FROM INCEPTION THROUGH 01 MAY 2008
TPA: AIGCS

Invoice Number	Deposit Date	Amount	Account Name	Payor	Receipt No	Check No.	Check Date	Check Amount	TPA
NL0207572950	12/27/07	\$15,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	155066	999999	12/26/07	\$15,000.00	AIG CLAIMS SERVICES
NL0207572950	12/19/07	\$15,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	151168	999999	12/18/07	\$15,000.00	AIG CLAIMS SERVICES
NL0107572950	12/12/07	\$15,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	147244	999999	12/11/07	\$15,000.00	AIG CLAIMS SERVICES
NL0107572950	12/07/07	\$20,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	144134	999999	12/06/07	\$20,000.00	AIG CLAIMS SERVICES
NL0107572950	11/30/07	\$10,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	139947	999999	11/29/07	\$10,000.00	AIG CLAIMS SERVICES
NL1206572950	11/27/07	\$15,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	137041	999999	11/26/07	\$15,000.00	AIG CLAIMS SERVICES
NL0107572950	10/24/07	\$18,001.58	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	117247	9716	10/23/07	\$20,000.00	AIG CLAIMS SERVICES
NL0107572950	06/13/07	\$1,988.42	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	117247	999999	06/12/07	\$15,000.00	AIG CLAIMS SERVICES
NL0107572950	06/04/07	\$15,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q33506	999999	06/01/07	\$15,000.00	AIG CLAIMS SERVICES
NL0107572950	05/29/07	\$15,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q26728	999999	05/25/07	\$15,000.00	AIG CLAIMS SERVICES
NL1206572950	05/21/07	\$15,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q21976	999999	05/18/07	\$15,000.00	AIG CLAIMS SERVICES
NL1106572950	05/17/07	\$50,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q17282	999999	05/16/07	\$50,000.00	AIG CLAIMS SERVICES
NL1106572950	05/14/07	\$15,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q15164	999999	05/11/07	\$15,000.00	AIG CLAIMS SERVICES
NL1106572950	05/07/07	\$10,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q11937	999999	05/04/07	\$10,000.00	AIG CLAIMS SERVICES
NL1106572950	04/26/07	\$5,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q07266	999999	04/27/07	\$5,000.00	AIG CLAIMS SERVICES
NL1106572950	04/26/07	\$10,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q05568	999999	04/24/07	\$10,000.00	AIG CLAIMS SERVICES
NL1106572950	04/20/07	\$10,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q04424	8421	04/25/07	\$10,000.00	AIG CLAIMS SERVICES
NL1106572950	04/02/07	\$10,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q02918	999999	03/30/07	\$10,000.00	AIG CLAIMS SERVICES
NL1106572950	03/15/07	\$10,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q31849	8183	03/14/07	\$10,000.00	AIG CLAIMS SERVICES
NL1106572950	02/28/07	\$3,500.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q27340	8076	02/27/07	\$3,500.00	AIG CLAIMS SERVICES
NL1106572950	02/28/07	\$3,500.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q22861	7928	02/27/07	\$3,500.00	AIG CLAIMS SERVICES
NL1106572950	02/16/07	\$3,500.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q23317	7951	02/15/07	\$3,500.00	AIG CLAIMS SERVICES
NL0906572950	12/29/06	\$100,686.72	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q20135	7872	12/29/06	\$100,686.72	AIG CLAIMS SERVICES
NL0806572950	12/01/06	\$87,158.50	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q80176	999999	11/30/06	\$87,158.50	AIG CLAIMS SERVICES
NL0706572950	11/01/06	\$101,481.22	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q80168	999999	10/31/06	\$101,481.22	AIG CLAIMS SERVICES
NL0606572950	10/02/06	\$63,944.54	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q80200	999999	09/29/06	\$63,944.54	AIG CLAIMS SERVICES
NL0506572950	09/07/06	\$53,712.11	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q80170	999999	09/01/06	\$53,712.11	AIG CLAIMS SERVICES
NL0406572950	08/01/06	\$45,107.01	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q80018	999999	07/31/06	\$45,107.01	AIG CLAIMS SERVICES
NL0306572950	07/05/06	\$60,318.63	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q53994	10949	07/03/06	\$60,318.63	AIG CLAIMS SERVICES
NL0206572950	05/25/06	\$73,904.30	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q42878	10771	05/24/06	\$73,904.30	AIG CLAIMS SERVICES
NL0106572950	05/01/06	\$88,308.31	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q34599	10660	04/28/06	\$88,308.31	AIG CLAIMS SERVICES
NL0106572950	04/04/06	\$61,765.19	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q28354	10485	03/29/06	\$61,765.19	AIG CLAIMS SERVICES
NL1206572950	03/03/06	\$62,070.47	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q19754	10238	02/24/06	\$62,070.47	AIG CLAIMS SERVICES
NL1005572950	02/13/06	\$93,559.48	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q80069	999999	02/13/06	\$93,559.48	AIG CLAIMS SERVICES
NL0905572950	01/06/06	\$53,004.84	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q04125	9951	12/30/05	\$53,004.84	AIG CLAIMS SERVICES
NL0805572950	12/03/05	\$50,036.58	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q89902	9781	12/02/05	\$50,036.58	AIG CLAIMS SERVICES
NL0705572950	11/17/05	\$40,646.77	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q91464	9638	11/09/05	\$40,646.77	AIG CLAIMS SERVICES
NL0605572950	10/12/05	\$41,633.69	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q80777	9409	10/04/05	\$41,633.69	AIG CLAIMS SERVICES
NL0505572950	08/20/05	\$39,886.35	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q75306	9259	08/12/05	\$39,886.35	AIG CLAIMS SERVICES
NL0405572950	08/18/05	\$7,881.28	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q66922	9104	08/10/05	\$7,881.28	AIG CLAIMS SERVICES
NL0305572950	08/03/05	\$4,934.34	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q62160	8952	07/27/05	\$4,934.34	AIG CLAIMS SERVICES
TOTAL								\$1,410,840.33	

[illegible]

SEVIN LUIS	11/03/2005	Closed	710	197435	001	000834439	2004	11/14/2005	WC	0.54	0.00	0.00	0.00	245.88	0.00	0.00	0.00	246.42	0.00
MENDEZ JOSEFINA	10/21/2005	Closed	710	186277	001	000834439	2004	10/27/2005	WC	1.00	0.00	0.00	0.00	253.14	0.00	0.00	0.00	254.16	0.00
CAJAL MARIO	08/05/2005	Closed	710	152971	001	000834439	2004	08/22/2005	WC	4.50	0.00	0.00	0.00	251.06	0.00	0.00	0.00	253.16	0.00
CAMARGO LUIS ANGEL	05/13/2005	Closed	710	117753	001	000834439	2004	05/19/2005	WC	1.92	0.00	0.00	0.00	254.06	0.00	0.00	0.00	255.98	0.00
CAJALIE EVA	11/03/2005	Closed	710	196853	001	000834439	2004	11/11/2005	WC	1.05	0.00	0.00	0.00	256.12	0.00	0.00	0.00	257.17	0.00
JOHNSEN FERNANDO	04/11/2005	Closed	710	186454	001	000834440	2004	04/22/2005	WC	14.53	0.00	0.00	0.00	260.94	0.00	0.00	0.00	261.94	0.00
PIÑEDA ANDREW	08/18/2005	Closed	710	152974	001	000834439	2004	08/22/2005	WC	0.00	0.00	0.00	0.00	264.34	0.00	0.00	0.00	264.44	0.00
DIYET SAMANTHA	11/02/2005	Closed	710	191210	001	000834440	2004	11/24/2005	WC	0.00	0.00	0.00	0.00	265.44	0.00	0.00	0.00	266.44	0.00
MARTINEZ MARY H	10/11/2005	Closed	710	173707	001	000834439	2004	10/18/2005	WC	14.00	0.00	0.00	0.00	267.32	0.00	0.00	0.00	268.32	0.00
ESTRADA RUDY	12/05/2005	Closed	710	178989	001	000834439	2004	12/07/2005	WC	3.85	0.00	0.00	0.00	267.47	0.00	0.00	0.00	268.47	0.00
CHIZ ARMANDO	07/06/2005	Closed	710	156752	001	000834440	2004	07/12/2005	WC	0.00	0.00	0.00	0.00	267.75	0.00	0.00	0.00	268.75	0.00
VALZARAMOS FLABIAN	07/26/2005	Closed	710	148953	001	000834439	2004	08/16/2005	WC	0.82	0.00	0.00	0.00	270.28	0.00	0.00	0.00	271.28	0.00
CHIZ MANUEL	05/12/2005	Closed	710	148953	001	000834439	2004	05/18/2005	WC	30.09	0.00	0.00	0.00	277.12	0.00	0.00	0.00	278.12	0.00
PEREZ VICTOR	07/22/2005	Closed	710	141778	001	000834439	2004	07/27/2005	WC	0.54	0.00	0.00	0.00	277.96	0.00	0.00	0.00	278.96	0.00
ALVARADO LORENZO	10/13/2005	Closed	710	173917	001	000834439	2004	10/18/2005	WC	2.81	0.00	0.00	0.00	282.90	0.00	0.00	0.00	283.90	0.00
MAINE WILLIAM	11/15/2005	Closed	710	173915	001	000834439	2004	11/18/2005	WC	0.87	0.00	0.00	0.00	283.70	0.00	0.00	0.00	284.70	0.00
TRUJEN MILLER SARAH	09/06/2005	Closed	710	161611	001	000834439	2004	09/13/2005	WC	37.53	0.00	0.00	0.00	290.14	0.00	0.00	0.00	291.14	0.00
MARTINEZ TOMAS	11/02/2005	Closed	710	173742	001	000834439	2004	11/11/2005	WC	4.65	0.00	0.00	0.00	295.52	0.00	0.00	0.00	296.52	0.00
AGUIARTE REYES	04/15/2005	Closed	709	146541	001	000834439	2004	04/19/2005	WC	1.14	0.00	0.00	0.00	298.93	0.00	0.00	0.00	299.93	0.00
SEVILLA JORGE	04/15/2005	Closed	710	105342	001	000834439	2004	04/28/2005	WC	8.52	0.00	0.00	0.00	298.93	0.00	0.00	0.00	299.93	0.00
CANTER CHARLES	05/09/2005	Closed	710	117765	001	000834439	2004	05/15/2005	WC	1.20	0.00	0.00	0.00	299.50	0.00	0.00	0.00	300.47	0.00
PAREDEZ RHINA	10/10/2005	Closed	710	160335	001	000834439	2004	10/25/2005	WC	1.58	0.00	0.00	0.00	299.58	0.00	0.00	0.00	300.46	0.00
CAMARGO ANTONIO	09/07/2005	Closed	710	162473	001	000834440	2004	09/21/2005	WC	1.00	0.00	0.00	0.00	300.96	0.00	0.00	0.00	301.84	0.00
MOODY REATON	08/24/2005	Closed	710	160335	001	000834439	2004	08/29/2005	WC	1.68	0.00	0.00	0.00	301.76	0.00	0.00	0.00	302.64	0.00
SOTILO MACEDONIO	08/01/2005	Closed	710	161937	001	000834440	2004	08/16/2005	WC	2.13	0.00	0.00	0.00	312.44	0.00	0.00	0.00	313.44	0.00
CRUZ GUADALUPE	07/15/2005	Closed	710	146567	001	000834439	2004	07/20/2005	WC	1.32	0.00	0.00	0.00	317.39	0.00	0.00	0.00	318.39	0.00
VILLALBA JOSE	07/15/2005	Closed	710	146567	001	000834440	2004	07/20/2005	WC	2.42	0.00	0.00	0.00	320.35	0.00	0.00	0.00	321.35	0.00
BERNAL BENAMANT	01/05/2005	Closed	710	181040	001	000834439	2004	01/20/2005	WC	3.77	0.00	0.00	0.00	319.58	0.00	0.00	0.00	320.44	0.00
ALEJANDRO ANTONIO	06/26/2005	Closed	710	185364	001	000834439	2004	06/30/2005	WC	90.06	0.00	0.00	0.00	302.90	0.00	0.00	0.00	303.80	0.00
HOLGUIN JUAN	12/01/2005	Closed	710	185616	001	000834439	2004	12/07/2005	WC	90.07	0.00	0.00	0.00	354.39	0.00	0.00	0.00	355.39	0.00
SOTILO MACEDONIO	08/15/2005	Closed	710	142624	001	000834439	2004	08/20/2005	WC	1.41	0.00	0.00	0.00	347.10	0.00	0.00	0.00	348.10	0.00
HENRIQUEZ PREDY	12/23/2005	Closed	710	202324	001	000834440	2004	12/29/2005	WC	1.55	0.00	0.00	0.00	358.61	0.00	0.00	0.00	359.61	0.00
SERRANO ADIRA	04/11/2005	Closed	710	162435	001	000834439	2004	04/16/2005	WC	3.17	0.00	0.00	0.00	357.42	0.00	0.00	0.00	358.42	0.00
AYALA RAUL	10/03/2005	Closed	710	162435	001	000834439	2004	10/10/2005	WC	1.99	0.00	0.00	0.00	358.61	0.00	0.00	0.00	359.61	0.00
VEGA MANUEL	09/15/2005	Closed	710	152701	001	000834439	2004	09/22/2005	WC	3.97	0.00	0.00	0.00	357.77	0.00	0.00	0.00	358.77	0.00
MORAL ANGE	06/30/2005	Closed	710	161916	001	000834439	2004	07/05/2005	WC	16.53	0.00	0.00	0.00	360.94	0.00	0.00	0.00	361.94	0.00
GONZALEZ OMAR	09/24/2005	Closed	710	181561	001	000834439	2004	09/29/2005	WC	14.75	0.00	0.00	0.00	362.28	0.00	0.00	0.00	363.28	0.00
MORALES CARLOS	09/24/2005	Closed	710	181561	001	000834439	2004	09/29/2005	WC	1.26	0.00	0.00	0.00	367.19	0.00	0.00	0.00	368.19	0.00
LIJON DAVID	09/25/2005	Closed	710	187569	001	000834439	2004	10/01/2005	WC	18.53	0.00	0.00	0.00	371.70	0.00	0.00	0.00	372.70	0.00
LIJON JESUS	09/15/2005	Closed	710	181477	001	000834439	2004	09/20/2005	WC	1.37	0.00	0.00	0.00	372.68	0.00	0.00	0.00	373.68	0.00
CHINCHILLA DOUGLAS	09/15/2005	Closed	710	121759	001	000834439	2004	09/20/2005	WC	0.00	0.00	0.00	0.00	373.48	0.00	0.00	0.00	374.48	0.00
OLIVEROS REYNA	10/24/2005	Closed	710	182013	001	000834439	2004	10/29/2005	WC	0.00	0.00	0.00	0.00	374.48	0.00	0.00	0.00	375.48	0.00
CORTIZ KIRI	07/25/2005	Closed	710	143390	001	000834439	2004	08/04/2005	WC	2.10	0.00	0.00	0.00	381.35	0.00	0.00	0.00	382.35	0.00
PEREZ NESTOR	08/26/2005	Closed	710	180670	001	000834439	2004	09/07/2005	WC	1.58	0.00	0.00	0.00	383.73	0.00	0.00	0.00	384.73	0.00
ACHUTESQUI PEDRO	11/05/2005	Closed	710	190613	001	000834439	2004	11/22/2005	WC	3.28	0.00	0.00	0.00	390.31	0.00	0.00	0.00	391.31	0.00
HERNANDEZ BUSTOLA	10/09/2005	Closed	710	197471	001	000834439	2004	10/27/2005	WC	0.00	0.00	0.00	0.00	392.44	0.00	0.00	0.00	393.44	0.00
VAZQUEZ ANA M	08/22/2005	Closed	710	161393	001	000834439	2004	08/27/2005	WC	5.12	0.00	0.00	0.00	396.96	0.00	0.00	0.00	397.96	0.00
RODRIGUEZ VICTORIA	12/05/2005	Closed	710	185765	001	000834439	2004	12/12/2005	WC	0.00	0.00	0.00	0.00	398.94	0.00	0.00	0.00	399.94	0.00
ADRIAN ANA M	09/15/2005	Closed	710	161393	001	000834439	2004	09/20/2005	WC	1.30	0.00	0.00	0.00	401.53	0.00	0.00	0.00	402.53	0.00
BRIGGS RYAN	08/20/2005	Closed	710	202368	001	000834440	2004	08/25/2005	WC	23.97	0.00	0.00	0.00	408.19	0.00	0.00	0.00	409.19	0.00
VILLAREAL JAIRO	08/10/2005	Closed	710	123169	001	000834439	2004	08/15/2005	WC	0.00	0.00	0.00	0.00	409.25	0.00	0.00	0.00	410.25	0.00
CEDENO JUAN	09/27/2005	Closed	710	170398	001	000834440	2004	10/03/2005	WC	0.00	0.00	0.00	0.00	412.10	0.00	0.00	0.00	413.10	0.00
CASTELO LILIA	11/01/2005	Closed	710	185596	001	000834440	2004	11/11/2005	WC	0.00	0.00	0.00	0.00	417.48	0.00	0.00	0.00	418.48	0.00
MOLINA ROBERTO	04/14/2005	Closed	710	108234	001	000834439	2004	04/19/2005	WC	2.30	0.00	0.00	0.00	421.37	0.00	0.00	0.00	422.37	0.00
LOPEZ ALICIA	10/19/2005	Closed	710	181890	001	000834440	2004	10/25/2005	WC	0.00	0.00	0.00	0.00	423.60	0.00	0.00	0.00	424.60	0.00
HERREJON SERGIO	12/12/2005	Closed	710	145712	001	000834439	2004	12/29/2005	WC	4.84	0.00	0.00	0.00	433.67	0.00	0.00	0.00	434.67	0.00
MOODY JEFF	08/19/2005	Closed	710	202376	001	000834439	2004	08/24/2005	WC	0.00	0.00	0.00	0.00	435.67	0.00	0.00	0.00	436.67	0.00
LOPEZ ALICIA	08/19/2005	Closed	710	202376	001	000834439	2004	08/24/2005	WC	0.00	0.00	0.00	0.00	435.67	0.00	0.00	0.00	436.67	0.00
STARR JAMES	04/04/2005	Closed	710	146534	001	000834439	2004	04/09/2005	WC	0.00	0.00	0.00	0.00	435.67	0.00	0.00	0.00	436.67	0.00
LIJON JESUS	11/12/2005	Closed	710	182200	001	000834439	2004	11/18/2005	WC	0.00	0.00	0.00	0.00	435.67	0.00	0.00	0.00	436.67	0.00
MASSELINE STEPHANIE	09/11/2005	Closed	709	193988	001	000834439	2004	09/16/2005	WC	69.83	0.00	0.00	0.00	467.96	0.00	0.00	0.00	468.96	0.00
GALLAN GERONIMO	04/11/2005	Closed	710	109238	001	000834439	2004	04/16/2005	WC	2.33	0.00	0.00	0.00</						

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DESPOSORIO SONIA	08/18/2006	Closed	710	290615	001	005731689	2005	06/17/2006	WC	0.00	0.00	149.23	0.00	0.00	0.00	152.89
ARREOLA EZEQUIEL	07/15/2006	Closed	710	222715	001	005731689	2005	02/17/2006	WC	0.00	0.00	141.87	0.00	0.00	0.00	151.19
MARTINEZ EDITH	06/29/2006	Closed	710	308205	001	005731689	2005	06/11/2006	WC	0.00	0.00	152.78	0.00	0.00	0.00	153.38
BENIGNO ZEPEDA	08/10/2006	Closed	710	298512	001	005731689	2005	06/11/2006	WC	0.00	0.00	149.93	0.00	0.00	0.00	153.47
ROCHA MARICELA	12/19/2006	Closed	710	335987	001	005731689	2005	07/21/2006	WC	0.00	0.00	260.08	0.00	0.00	0.00	153.94
MEDINA BELIA	07/19/2006	Closed	710	279775	001	005731689	2005	07/21/2006	WC	0.00	0.00	154.60	0.00	0.00	0.00	154.60
VICTORIANO CLAUDIA	04/27/2006	Closed	710	337649	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
ATWOOD DENISE	08/12/2006	Closed	710	243458	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
GUTZMAN OSCAR	05/12/2006	Closed	710	253381	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
SANTOS NOE	05/03/2006	Closed	710	260463	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
CHENEY CHRISTOPHER W	11/02/2006	Closed	710	415439	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
JUAREZ ERNESTO	07/21/2006	Closed	710	281386	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
UGAS JOSE	11/14/2006	Closed	710	324837	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
BLANCA RUBIO	06/18/2006	Closed	710	290682	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
GOMEZ ROSARIO	10/24/2006	Closed	710	317244	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
MEMOZ ANGELICA	03/02/2006	Closed	710	317244	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
DAHLBERG DAVE E	02/21/2006	Closed	710	239120	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
RODRIGUEZ FIDELINDA	03/10/2006	Closed	710	224103	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
MARTINEZ MIGUEL	09/02/2006	Closed	710	290609	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
MARTIN JESUS	05/24/2006	Closed	710	263341	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
STEELE VALERIE	09/07/2006	Closed	710	325561	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
ARAAGA ROSALINDA	07/16/2006	Closed	710	259654	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
QUEZAR CHRISTIAN	05/30/2006	Closed	710	278223	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
DURAN FELIPE	09/23/2006	Closed	710	259911	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
CHAVEZ HERMIJA	05/11/2006	Closed	710	308159	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
VILLAGRA OSVALDO	06/30/2006	Closed	710	258573	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
CARVALJAL JOSUEA	06/03/2006	Closed	710	241021	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
GUTIERREZ ORLIN	04/04/2006	Closed	710	230191	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
USMANOV ABDELLE M	04/16/2006	Closed	710	261303	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
PERDOMO RICHEL J	10/16/2006	Closed	710	313630	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
JENKINS ROBERT D	02/27/2006	Closed	710	244732	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
RODRIGUEZ MINERVA	02/27/2006	Closed	710	244732	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
ALVAREZ LORENZO	02/27/2006	Closed	710	244732	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
CHAVEZ MARIA	02/15/2006	Closed	710	288041	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
FALCON ERIKA	09/24/2006	Closed	710	226543	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
TORON SILVA	02/07/2006	Closed	710	305321	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
COTTONWOOD NATHANIEL	12/04/2006	Closed	710	330220	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
GERONIMO BEATRIZ	02/02/2006	Closed	710	222703	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
MARTINEZ LORENA	03/28/2006	Closed	710	305855	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
MARTINEZ LORENA	03/28/2006	Closed	710	305855	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
PIGOTON MARIA	02/02/2006	Closed	710	237234	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
RIGDON JAMES	02/02/2006	Closed	710	217831	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
TAPIA LARIEL	02/02/2006	Closed	710	252971	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
LEBARON TRAVIS	02/02/2006	Closed	710	300367	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
FINCH HUGO	02/02/2006	Closed	710	228796	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
ALVAREZ GUADALUPE	02/23/2006	Closed	710	306412	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
BUSTOS EVA DE	05/09/2006	Closed	710	295472	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
LACON LETICIA	05/16/2006	Closed	710	253418	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
HERNANDEZ JOSE L	02/03/2006	Closed	710	232487	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
GARCIA JOHANA	10/09/2006	Closed	710	217877	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
RUZ GABRIELA	10/16/2006	Closed	710	312048	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
TENONO ADRIANA	04/03/2006	Closed	710	214702	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
WENTIN NYANDENG	05/15/2006	Closed	710	258973	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
SALINAS FELIPE	12/20/2006	Closed	710	330281	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
HAMILTON BRUCE	02/01/2006	Closed	710	320333	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
MORALES JOAQUIN	10/02/2006	Closed	710	215938	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
SOLIS CYNTHIA	08/07/2006	Closed	710	306407	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
BERNARDINO EDUARDO	05/03/2006	Closed	710	258997	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
CLAGUE RITA	04/26/2006	Closed	710	278515	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
CRISOL LAURA	04/26/2006	Closed	710	302726	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
ORTEZ MARIBEL	03/03/2006	Closed	710	247259	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
VALDIVIA ROSA	03/03/2006	Closed	710	279061	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
RABANAL BELICA	08/27/2006	Closed	710	346680	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
SALINAS BELICA	12/13/2006	Closed	710	346680	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
SOLIS CYNTHIA	12/13/2006	Closed	710	346680	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
ARRIVALO E	12/13/2006	Closed	710	346680	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
SERVINO FLORE	08/19/2006	Closed	710	302987	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
LENUIS CHRISTINA	11/09/2006	Open	710	413758	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
LENUIS CHRISTINA	11/09/2006	Open	710	413758	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12
MINCHOLA ELISA	06/09/2006	Closed	710	264178	001	005731689	2005	05/19/2006	WC	0.00	0.00	153.57	0.00	0.00	0.00	157.12</

06/08/2008	Closed	263039	001	0005731689	2005	06/07/2006	WC	10.68	0.00	0.00	248.80	0.00	259.48
07/07/2006	Closed	274339	001	0005731689	2005	07/10/2006	WC	22.95	0.00	0.00	237.86	0.00	260.81
08/19/2006	Closed	303866	001	0005731689	2005	09/12/2006	WC	162.90	0.00	0.00	81.53	0.00	264.43
10/20/2006	Closed	318238	001	0005731689	2005	10/22/2006	WC	4.88	0.00	0.00	262.01	0.00	266.86
01/31/2006	Closed	335812	001	0005731689	2005	12/22/2006	WC	21.04	0.00	0.00	265.33	0.00	268.98
06/24/2006	Closed	317767	001	0005731689	2005	10/02/2006	WC	3.65	0.00	0.00	266.16	0.00	272.21
12/29/2006	Closed	335390	001	0005731689	2005	10/02/2006	WC	11.65	0.00	0.00	268.12	0.00	272.30
09/13/2006	Closed	330128	001	0005731689	2005	09/14/2006	WC	16.18	0.00	0.00	271.21	0.00	272.44
10/31/2006	Closed	320042	001	0005731689	2005	11/02/2006	WC	10.80	0.00	0.00	274.20	0.00	274.70
04/21/2006	Closed	214620	001	0005731689	2005	04/25/2006	WC	8.45	0.00	0.00	275.12	0.00	276.69
04/29/2006	Closed	214623	001	0005731689	2005	04/25/2006	WC	8.45	0.00	0.00	276.69	0.00	277.13
07/25/2006	Closed	214623	001	0005731689	2005	07/25/2006	WC	3.70	0.00	0.00	277.13	0.00	278.69
03/17/2006	Closed	214623	001	0005731689	2005	03/17/2006	WC	36.32	0.00	0.00	278.69	0.00	280.25
09/03/2006	Closed	300367	001	0005731689	2005	09/11/2006	WC	5.88	0.00	0.00	280.25	0.00	281.81
09/03/2006	Closed	300367	001	0005731689	2005	09/11/2006	WC	1.23	0.00	0.00	281.81	0.00	283.38
02/22/2006	Closed	214623	001	0005731689	2005	02/22/2006	WC	9.25	0.00	0.00	283.38	0.00	284.94
07/25/2006	Closed	214623	001	0005731689	2005	07/25/2006	WC	12.83	0.00	0.00	284.94	0.00	286.50
08/23/2006	Closed	214623	001	0005731689	2005	08/23/2006	WC	25.80	0.00	0.00	286.50	0.00	288.06
04/19/2006	Closed	214623	001	0005731689	2005	04/19/2006	WC	1.21	0.00	0.00	288.06	0.00	289.62
10/20/2006	Closed	214623	001	0005731689	2005	11/15/2006	WC	15.88	0.00	0.00	289.62	0.00	291.18
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	27.35	0.00	0.00	291.18	0.00	292.74
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	2.03	0.00	0.00	292.74	0.00	294.30
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	64.70	0.00	0.00	294.30	0.00	295.86
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	1.34	0.00	0.00	295.86	0.00	297.42
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	5.90	0.00	0.00	297.42	0.00	298.98
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	32.34	0.00	0.00	298.98	0.00	300.54
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	12.85	0.00	0.00	300.54	0.00	302.10
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	5.22	0.00	0.00	302.10	0.00	303.66
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	4.71	0.00	0.00	303.66	0.00	305.22
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	19.89	0.00	0.00	305.22	0.00	306.78
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	22.40	0.00	0.00	306.78	0.00	308.34
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	16.84	0.00	0.00	308.34	0.00	309.90
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	47.86	0.00	0.00	309.90	0.00	311.46
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	70.07	0.00	0.00	311.46	0.00	313.02
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	73.14	0.00	0.00	313.02	0.00	314.58
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	13.65	0.00	0.00	314.58	0.00	316.14
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	19.89	0.00	0.00	316.14	0.00	317.70
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	2.16	0.00	0.00	317.70	0.00	319.26
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	3.21	0.00	0.00	319.26	0.00	320.82
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	8.60	0.00	0.00	320.82	0.00	322.38
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	2.97	0.00	0.00	322.38	0.00	323.94
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	8.45	0.00	0.00	323.94	0.00	325.50
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	1.21	0.00	0.00	325.50	0.00	327.06
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	8.60	0.00	0.00	327.06	0.00	328.62
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	4.14	0.00	0.00	328.62	0.00	330.18
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	8.81	0.00	0.00	330.18	0.00	331.74
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	331.74	0.00	333.30
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	333.30	0.00	334.86
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	334.86	0.00	336.42
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	336.42	0.00	337.98
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	337.98	0.00	339.54
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	339.54	0.00	341.10
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	341.10	0.00	342.66
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	342.66	0.00	344.22
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	344.22	0.00	345.78
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	345.78	0.00	347.34
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	347.34	0.00	348.90
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	348.90	0.00	350.46
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	350.46	0.00	352.02
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	352.02	0.00	353.58
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	353.58	0.00	355.14
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	355.14	0.00	356.70
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	356.70	0.00	358.26
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	358.26	0.00	359.82
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	359.82	0.00	361.38
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	361.38	0.00	362.94
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	362.94	0.00	364.50
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	364.50	0.00	366.06
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	366.06	0.00	367.62
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	367.62	0.00	369.18
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	369.18	0.00	370.74
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	370.74	0.00	372.30
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	372.30	0.00	373.86
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	373.86	0.00	375.42
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	375.42	0.00	376.98
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	376.98	0.00	378.54
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	378.54	0.00	380.10
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	380.10	0.00	381.66
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	381.66	0.00	383.22
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	383.22	0.00	384.78
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	384.78	0.00	386.34
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	386.34	0.00	387.90
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	387.90	0.00	389.46
06/13/2006	Closed	214623	001	0005731689	2005	06/13/2006	WC	0.00	0.00	0.00	389.46	0.00	391.02
06/13/2													

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FELIX MANUEL	06/30/2006	Closed	710	27659	001	005731689	2005	06/30/2006	WC	9.14	0.00	0.00	0.00	0.00	0.00	617.63	0.00	0.00	628.77
NUNEZ JUANVA	10/11/2006	Closed	710	312114	001	005731689	2005	10/12/2006	WC	0.00	0.00	0.00	0.00	0.00	0.00	629.07	0.00	0.00	628.07
GONZALEZ JOLINA	01/30/2006	Closed	710	218174	001	005731689	2005	02/02/2006	WC	0.00	0.00	0.00	0.00	0.00	0.00	632.68	0.00	0.00	632.68
GONZALEZ BLANCA	07/04/2006	Closed	710	274250	001	005731689	2005	07/10/2006	WC	33.72	0.00	0.00	0.00	0.00	0.00	600.29	0.00	0.00	634.01
DE MARO MARIA	05/15/2006	Closed	710	256000	001	005731689	2005	05/19/2006	WC	0.00	0.00	0.00	0.00	0.00	0.00	634.36	0.00	0.00	634.36
BERMUDEZ GLORIA	03/21/2006	Closed	709	295685	001	005731689	2005	03/21/2006	WC	21.34	0.00	0.00	0.00	0.00	0.00	615.10	0.00	0.00	634.36
HERNANDEZ JOSE L	05/03/2006	Closed	710	252257	001	005731689	2005	05/10/2006	WC	95.00	0.00	0.00	0.00	0.00	0.00	642.01	0.00	0.00	634.36
DRAPER ERINDA	05/18/2006	Closed	710	271724	001	005731689	2005	06/26/2006	WC	33.63	0.00	0.00	0.00	0.00	0.00	603.46	0.00	0.00	637.01
MARTINEZ CLAUDIA	12/02/2006	Closed	710	319788	001	005731689	2005	11/02/2006	WC	51.44	0.00	0.00	0.00	0.00	0.00	590.55	0.00	0.00	641.99
FELIX ELSA	12/02/2006	Closed	710	330256	001	005731689	2005	12/04/2006	WC	14.38	0.00	0.00	0.00	0.00	0.00	632.78	0.00	0.00	643.64
BALENZUELA JOEL CABALLE	10/16/2006	Closed	710	312650	001	005731689	2005	11/14/2006	WC	13.06	0.00	0.00	0.00	0.00	0.00	647.02	0.00	0.00	651.98
RODRIGUEZ JOSE F	11/03/2006	Closed	710	324263	001	005731689	2005	12/06/2006	WC	22.43	0.00	0.00	0.00	0.00	0.00	637.73	0.00	0.00	652.69
VILLAGRAN MARIELA	03/13/2006	Closed	710	331054	001	005731689	2005	03/14/2006	WC	20.43	0.00	0.00	0.00	0.00	0.00	647.02	0.00	0.00	652.69
GARCIA SERGIO	07/27/2006	Closed	710	282218	001	005731689	2005	07/27/2006	WC	92.90	0.00	0.00	0.00	0.00	0.00	681.98	0.00	0.00	652.69
MAGANA-SANCHEZ MARCEL	09/30/2006	Closed	710	308191	001	005731689	2005	10/03/2006	WC	6.09	0.00	0.00	0.00	0.00	0.00	683.24	0.00	0.00	652.69
GONZALEZ ROLANDO	05/27/2006	Closed	710	218599	001	005731689	2005	06/27/2006	WC	5.87	0.00	0.00	0.00	0.00	0.00	683.02	0.00	0.00	652.69
GARCIA ESPERANZA	04/26/2006	Closed	710	248376	001	005731689	2005	04/26/2006	WC	7.60	0.00	0.00	0.00	0.00	0.00	681.42	0.00	0.00	652.69
PALMARES MARIA	06/29/2006	Closed	710	273299	001	005731689	2005	07/06/2006	WC	0.00	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
RAMIREZ MANUEL	08/29/2006	Closed	710	285470	001	005731689	2005	08/29/2006	WC	0.00	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
WITMAN CHRIS	04/27/2006	Closed	710	248789	001	005731689	2005	05/01/2006	WC	0.00	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
LEHMAN DUSTY	06/13/2006	Closed	710	265257	001	005731689	2005	06/14/2006	WC	58.50	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
MAGDALENO VALENTIN	05/13/2006	Closed	710	221761	001	005731689	2005	05/13/2006	WC	17.13	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
SALIC SILVA Y	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	10.93	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
MIRANDA LITICIA	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	302.17	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
CANTO JENNY	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	55.00	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
CARMONA VICTOR	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	22.00	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
MENDOZA NATHAN	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	54.48	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
SALMERON CECILIA	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.14	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
ARROYO HECTOR	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	17.96	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
LOPEZ ELVIRA	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
VALENCIA ADRIAN	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
GARCIA CAROLINA	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
OCHOA ANIBAL	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
VALENCIA DAVID	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
MADRIGAL JASON	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
GARCIA MARZOL	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
THORPE JANENE	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
ESPARZA TERESA	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
RODRIGUEZ GRACIELA	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
RIDOS JOSE	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
REID NEIL	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
TRUJILLO ANA	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
GARCIA FRANCISCO	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
CHAVEZ CUATEMOC	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
GIBBERT CLAUDIA	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
LOZADA CELINA	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
CARRILLO RICARDO	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
SOTO MARIA	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
HAN JUNG - JA	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
CARRASCO ELMAR	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
CASTILLO ESPERANZA P	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
BOND PAMELA	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
GOMEZ FLORENTINA	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
PENEYRA SONIA	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
CAMARGO KARINA	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
VARGAS MARCOS A	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
DOMINGUEZ BENITO	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
FUJELLO MARTIN	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
SALGADO MARIA	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
RINCON JESSE	05/13/2006	Closed	710	265257	001	005731689	2005	05/13/2006	WC	18.25	0.00	0.00	0.00	0.00	0.00	671.31	0.00	0.00	652.69
PERUFFINE ALVA	05/13/2006	Closed	710	265257	001	005731689	2												

FARIAS RICARDO	04/30/2006	Closed	710	248903	001	0055731690	2005	05/01/2006	WC	95.00	0.00	0.00	0.00	1,115.30	0.00	0.00	1,210.30
MANZO REBECCA	01/18/2006	Closed	710	211245	001	0055731690	2005	01/28/2006	WC	95.00	0.00	0.00	0.00	1,125.20	0.00	0.00	1,221.20
BALDOVINO MARIA	12/09/2006	Closed	710	332767	001	0055731689	2005	09/12/2006	WC	15.09	0.00	0.00	0.00	1,230.34	0.00	0.00	1,236.34
HERNANDEZ BARBARA	07/25/2006	Closed	710	278526	001	0055731689	2005	07/21/2006	WC	18.34	0.00	0.00	0.00	1,220.35	0.00	0.00	1,226.35
TROLES SONIA ARIMIDA G	04/07/2006	Closed	710	243774	001	0055731689	2005	04/17/2006	WC	35.12	0.00	0.00	0.00	1,220.36	0.00	0.00	1,226.36
ALVAREZ MORENA G	07/28/2006	Closed	710	248767	001	0055731689	2005	08/01/2006	WC	17.97	0.00	0.00	0.00	1,220.36	0.00	0.00	1,226.36
SANTOS MITORIC	04/14/2006	Closed	710	243576	001	0055731690	2005	04/17/2006	WC	95.00	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
DAGINE FORZA	02/13/2006	Closed	710	243269	001	0055731690	2005	01/14/2006	WC	7.21	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
VALENCIA ROSARIO	06/27/2006	Closed	710	230071	001	0055731689	2005	03/05/2006	WC	33.59	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
HENRIZ ANALETTICA	06/06/2006	Closed	710	271495	001	0055731689	2005	05/29/2006	WC	7.21	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
MENDOZA ALBERTO	01/20/2006	Closed	710	261064	001	0055731690	2005	01/25/2006	WC	680.00	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
TORGES SILVIO	12/25/2006	Closed	710	212572	001	0055731690	2005	01/25/2006	WC	165.00	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
BONACILLA MARIA	05/16/2006	Closed	710	253143	001	0055731690	2005	05/16/2006	WC	912.00	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
IVANNI SHANE	09/25/2006	Closed	710	254755	001	0055731689	2005	09/25/2006	WC	42.47	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
GUTIERREZ ARNOLDO	02/15/2006	Closed	710	265773	001	0055731689	2005	02/15/2006	WC	19.17	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
WOLKMAN JANG JUL	10/02/2006	Closed	710	265378	001	0055731689	2005	10/02/2006	WC	14.94	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
MOJICA MARIA	03/31/2006	Closed	710	240473	001	0055731689	2005	03/31/2006	WC	147.45	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
ZABALA ALEJANDRO	09/11/2006	Closed	710	240062	001	0055731689	2005	09/11/2006	WC	145.00	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
WALKER JAMES	01/17/2006	Closed	710	240062	001	0055731689	2005	01/17/2006	WC	102.55	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
KOHLER JOHNNY	11/13/2006	Closed	710	241162	001	0055731689	2005	11/13/2006	WC	10.97	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
VISCONTI LIDIA	09/08/2006	Closed	710	252479	001	0055731689	2005	09/08/2006	WC	72.05	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
MATIAS BENTROCE	05/19/2006	Closed	710	252388	001	0055731689	2005	05/19/2006	WC	10.69	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
GONZALEZ BENJAMIN	08/22/2006	Closed	710	257453	001	0055731689	2005	08/22/2006	WC	12.06	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
RIVERA DOLINA E	04/24/2006	Closed	710	252388	001	0055731690	2005	04/24/2006	WC	29.53	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
CARTER DAVID	10/25/2006	Closed	710	243602	001	0055731689	2005	10/25/2006	WC	0.00	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
SUAREZ STEVEN	03/21/2006	Closed	710	245047	001	0055731689	2005	03/21/2006	WC	75.32	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
REYES CRISTAL	05/04/2006	Closed	710	245047	001	0055731689	2005	05/04/2006	WC	19.48	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
MARINCO VILMA	09/08/2006	Closed	710	255349	001	0055731689	2005	09/08/2006	WC	145.00	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
MEDINA MARIA	09/21/2006	Closed	710	255349	001	0055731689	2005	09/21/2006	WC	145.00	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
ROJAS MARIA	11/21/2006	Closed	710	255373	001	0055731689	2005	11/21/2006	WC	131.63	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
SOTO MARIA	01/25/2006	Closed	710	255373	001	0055731690	2005	01/25/2006	WC	105.00	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
GARCIA MARIA	01/12/2006	Closed	710	217897	001	0055731689	2005	01/12/2006	WC	32.31	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
GALLIGOS MERCEDES	07/12/2006	Closed	710	217815	001	0055731689	2005	07/12/2006	WC	7.11	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
VELAZQUEZ MARIA	04/05/2006	Closed	710	217144	001	0055731689	2005	04/05/2006	WC	26.33	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
BALTA MARIA	07/28/2006	Closed	710	278546	001	0055731689	2005	07/28/2006	WC	355.00	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
SERRA OLGA	05/01/2006	Closed	710	238432	001	0055731689	2005	05/01/2006	WC	45.35	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
ORTIZ MARIA A	01/06/2006	Closed	710	238313	001	0055731689	2005	01/06/2006	WC	218.55	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
RUIZ MARIO MARANA	05/24/2006	Closed	710	258373	001	0055731689	2005	05/24/2006	WC	16.42	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
RUZ MARCO CELINA	05/08/2006	Closed	710	258373	001	0055731689	2005	05/08/2006	WC	163.86	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
JIMENEZ ANABEL	02/20/2006	Closed	710	218176	001	0055731689	2005	02/20/2006	WC	142.80	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
SERU YERLY YOLANDA	10/07/2006	Closed	710	311855	001	0055731689	2005	10/07/2006	WC	181.00	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
ROJAS MARIA	09/15/2006	Closed	710	302020	001	0055731690	2005	09/15/2006	WC	181.00	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
GUTIERREZ MARIA	06/07/2006	Closed	710	258343	001	0055731690	2005	06/07/2006	WC	14.18	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
MAYORGA ALBA	04/21/2006	Closed	710	267851	001	0055731689	2005	04/21/2006	WC	181.00	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
ESPINOZA MELBA	01/26/2006	Closed	710	216435	001	0055731689	2005	01/26/2006	WC	62.92	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
OLIVA JOSE DE JESUS	02/02/2006	Closed	710	231419	001	0055731689	2005	02/02/2006	WC	0.00	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
GONZALEZ CORINE	05/04/2006	Closed	710	231474	001	0055731690	2005	05/04/2006	WC	159.05	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
PINTADO CARLOS ANDRE	04/06/2006	Closed	709	335855	001	0055731694	2005	04/06/2006	WC	145.00	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
HUEST ANDREA	10/19/2006	Closed	709	335855	001	0055731694	2005	10/19/2006	WC	135.36	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
BARBA MARIA	09/05/2006	Closed	710	295748	001	0055731689	2005	09/05/2006	WC	100.57	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
BENITEZ ELISA	10/03/2006	Closed	710	295748	001	0055731689	2005	10/03/2006	WC	27.09	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
MACON BENITEZ LUIS	11/20/2006	Closed	710	339714	001	0055731689	2005	11/20/2006	WC	2,976.50	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
MENDOZ ELUISIO	03/02/2006	Closed	710	253763	001	0055731689	2005	03/02/2006	WC	65.28	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
VEGA CARLOS	07/07/2006	Closed	710	294375	001	0055731689	2005	07/07/2006	WC	606.53	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
ALCANTAR ERICA	08/19/2006	Closed	710	253763	001	0055731689	2005	08/19/2006	WC	257.46	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
MORENO ANTONIO	03/02/2006	Closed	710	294375	001	0055731689	2005	03/02/2006	WC	2,223.25	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
DELICHO CELIA	01/25/2006	Closed	710	216443	001	0055731689	2005	01/25/2006	WC	285.96	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
BAILEY DAVID	06/08/2006	Closed	710	298500	001	0055731689	2005	06/08/2006	WC	2,223.25	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
GUARDERAS GIOVANA	05/28/2006	Closed	710	340816	001	0055731689	2005	05/28/2006	WC	150.16	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
PEREZ WALTER	02/20/2006	Closed	710	258513	001	0055731689	2005	02/20/2006	WC	1,132.64	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
COLE JOHN	12/29/2006	Closed	709	428652	001	0055731689	2005	12/29/2006	WC	65.28	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
SANJOAQUIN CLAUDIA	02/17/2006	Closed	710	277037	001	0055731689	2005	02/17/2006	WC	2,976.50	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
ABRAJAN MAGDALENA	01/16/2006	Closed	710	340201	001	0055731689	2005	01/16/2006	WC	67.01	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
VALENCIA MARIA L	05/30/2006	Closed	710	298558	001	0055731689	2005	05/30/2006	WC	2,976.50	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
KENNARD MARLENE C	05/25/2006	Closed	710	298558	001	0055731689	2005	05/25/2006	WC	2,223.25	0.00	0.00	0.00	1,183.07	0.00	0.00	1,288.07
HUERTA ALMA	06/21/2006	Closed	710	294711	001	0055731689	2005	06/21/2006									

ROMERO ADHER	12/12/2008	Closed	710	333435	001	0005731689	2005	12/13/2008	WC	1,548.58	0.00	0.00	0.00	0.00	7,894.25	0.00	0.00	0.00	9,430.83
CABRERA DIEGO	08/20/2008	Closed	710	303968	001	0005731689	2005	09/21/2008	WC	906.10	0.00	0.00	0.00	0.00	8,917.50	0.00	0.00	0.00	9,823.60
MACIAS JOSE	06/26/2008	Closed	710	289902	001	0005731689	2005	06/26/2008	WC	649.22	0.00	0.00	0.00	0.00	7,488.23	0.00	0.00	0.00	8,137.45
ESPINOZA JOSE J	08/29/2008	Closed	710	296451	001	0005731689	2005	08/31/2008	WC	95.00	0.00	0.00	0.00	0.00	1,542.86	0.00	0.00	0.00	10,040.01
LARKHAM JOSHUA	10/09/2008	Closed	710	310969	001	0005731689	2005	10/10/2008	WC	1,611.31	0.00	0.00	0.00	0.00	8,612.66	0.00	0.00	0.00	10,427.03
MADRIGAL JAVIER	08/18/2008	Closed	710	291557	001	0005731689	2005	08/21/2008	WC	182.25	0.00	0.00	0.00	0.00	2,763.50	0.00	0.00	0.00	10,541.37
MORALES MINERVA	08/27/2008	Closed	710	288836	001	0005731689	2005	09/14/2008	WC	1,083.43	0.00	0.00	0.00	0.00	894.11	0.00	0.00	0.00	16,220.18
LEYVA CONCEPCION	12/03/2008	Closed	709	415340	001	0005731689	2005	12/04/2008	WC	7,612.89	0.00	0.00	0.00	0.00	6,541.71	0.00	0.00	0.00	21,450.40
MALAVE ENRIQUE	03/10/2008	Open	710	233571	001	0005731689	2005	03/20/2008	WC	7,739.86	407.25	6,932.61	0.00	0.00	1,531.46	0.00	0.00	0.00	21,450.40
BARRIOS CHRISTINA	02/25/2008	Closed	709	343160	001	0005731689	2005	03/02/2008	WC	7,697.70	0.00	0.00	0.00	0.00	12,128.66	0.00	0.00	0.00	21,450.40
ORTIZ LUIS	10/17/2008	Open	710	324947	001	0005731689	2005	11/16/2008	WC	6,539.49	0.00	0.00	0.00	0.00	10,061.66	0.00	0.00	0.00	21,450.40
MARTINEZ JUAN	06/26/2008	Re-open	710	272655	001	0005731689	2005	06/30/2008	WC	2,350.75	0.00	0.00	0.00	0.00	9,274.48	0.00	0.00	0.00	21,450.40
CLARK DAVID D	11/20/2008	Open	710	329559	001	0005731689	2005	12/04/2008	WC	2,516.90	0.00	0.00	0.00	0.00	8,600.00	0.00	0.00	0.00	21,450.40
GONZALEZ MAGDALENA	08/12/2008	Open	710	229560	001	0005731689	2005	08/23/2008	WC	4,332.61	0.00	0.00	0.00	0.00	10,894.80	0.00	0.00	0.00	21,450.40
MAY MANUEL	04/14/2008	Open	710	244837	001	0005731689	2005	04/19/2008	WC	2,882.39	0.00	0.00	0.00	0.00	8,804.48	0.00	0.00	0.00	21,450.40
RODRIGUEZ GUADALUPE	12/12/2008	Open	710	333418	001	0005731689	2005	12/13/2008	WC	5,647.87	0.00	0.00	0.00	0.00	6,431.72	0.00	0.00	0.00	21,450.40
CORRAL JUAN C/O	01/14/2008	Closed	710	209612	001	0005731689	2005	01/17/2008	WC	7,632.25	0.00	0.00	0.00	0.00	1,509.00	0.00	0.00	0.00	21,450.40
BALCARCEL ROLANDO	04/01/2008	Closed	710	238430	001	0005731689	2005	04/05/2008	WC	1,267.35	902.65	3,267.38	0.00	0.00	2,795.87	0.00	0.00	0.00	21,450.40
BENNETT ERIC	01/09/2008	Closed	710	289612	001	0005731689	2005	01/12/2008	WC	871.45	0.00	0.00	0.00	0.00	3,569.73	0.00	0.00	0.00	21,450.40
MARTINEZ ALBERTO	08/01/2008	Closed	709	272767	001	0005731689	2005	08/05/2008	WC	9,736.77	0.00	0.00	0.00	0.00	11,175.80	0.00	0.00	0.00	21,450.40
LENIUS CHRISTINA	07/05/2008	Closed	710	329525	001	0005731689	2005	07/09/2008	WC	4,865.28	0.00	0.00	0.00	0.00	6,796.29	0.00	0.00	0.00	21,450.40
MURILLO GUADALUPE	07/29/2008	Open	710	283416	001	0005731689	2005	08/01/2008	WC	2,933.17	0.00	0.00	0.00	0.00	14,534.09	0.00	0.00	0.00	21,450.40
MONTADA C/O JAVIER	05/19/2008	Closed	710	255680	001	0005731689	2005	05/22/2008	WC	5,272.21	0.00	0.00	0.00	0.00	10,598.90	0.00	0.00	0.00	21,450.40
GONZALEZ JUAN	12/19/2008	Open	710	331787	001	0005731689	2005	12/20/2008	WC	2,600.32	0.00	0.00	0.00	0.00	8,726.53	0.00	0.00	0.00	21,450.40
RUZ GENOVERA	12/19/2008	Re-open	710	331787	001	0005731689	2005	12/20/2008	WC	3,640.45	0.00	0.00	0.00	0.00	3,440.45	0.00	0.00	0.00	21,450.40
BUSTILLOS ONAR	12/19/2008	Open	710	331787	001	0005731689	2005	12/20/2008	WC	4,771.82	0.00	0.00	0.00	0.00	28,921.01	0.00	0.00	0.00	21,450.40
PINEDA ANGEL	08/05/2008	Open	710	335735	001	0005731689	2005	08/15/2008	WC	1,987.00	0.00	0.00	0.00	0.00	16,810.38	0.00	0.00	0.00	21,450.40
CANO ROGELIO	09/25/2008	Closed	710	288668	001	0005731689	2005	10/02/2008	WC	2,307.00	0.00	0.00	0.00	0.00	14,553.05	0.00	0.00	0.00	21,450.40
GUTIERREZ MARIA	09/25/2008	Open	710	308190	001	0005731689	2005	09/27/2008	WC	150.00	0.00	0.00	0.00	0.00	24,431.20	0.00	0.00	0.00	21,450.40
SANTOS MARCELO	09/25/2008	Open	710	305196	001	0005731689	2005	09/25/2008	WC	103.00	0.00	0.00	0.00	0.00	5,985.61	0.00	0.00	0.00	21,450.40
MENDOZA CRISTINA	03/03/2008	Open	710	288037	001	0005731689	2005	03/25/2008	WC	4,255.25	0.00	0.00	0.00	0.00	6,759.00	0.00	0.00	0.00	21,450.40
DOMINGUEZ MARIA	04/27/2008	Open	710	236582	001	0005731689	2005	04/27/2008	WC	1,774.97	0.00	0.00	0.00	0.00	30,276.94	0.00	0.00	0.00	21,450.40
SYMANSKI JANICE	04/25/2008	Open	710	248582	001	0005731689	2005	04/26/2008	WC	2,933.94	0.00	0.00	0.00	0.00	45,598.60	0.00	0.00	0.00	21,450.40
RAMIREZ JORGE	05/24/2008	Open	709	313382	001	0005731689	2005	05/25/2008	WC	2,881.27	0.00	0.00	0.00	0.00	7,834.58	0.00	0.00	0.00	21,450.40
			710	258335	001	0005731689	2005	05/25/2008	WC	4,603.88	0.00	0.00	0.00	0.00	31,410.21	0.00	0.00	0.00	21,450.40
										1,059.88	55,315.75	324,251.71	119,275.28	866,048.96	306,453.96	(10,885.16)	1,945,420.69		

AIG American International Group, Inc.
One Connel Drive
Berkeley Heights, NJ 07922

Program Adjustment

Contract #: 572930 Inception Date: 12/31/2004 Issue Date: 6/26/2007
Insured Name: Excel Staffing Services, Inc. Expiration Date: 12/31/2005 Valued as of: 5/31/2007
Policy #: WC 0834439, WC 0834440 Booked Division: 59 Revision #: 1
Region: Boston Adjuster: Jason Vargas

PROGRAM COMPONENTS:	Rates	Per	Rating Basis Type	Basis Amount (Exposure)	Actual Premium (a)/(b) * c	Min (X/Y)	Minimum Premium	Chargeable Premium
Provision for Losses:								
Retained Amounts and ALAE								
Workers Compensation								
AGGREGATE STOP:								
SUBTOTAL:								
Subject Premium:								
Claims Service Fees								
Basic	1.000000	1	Contract	95,725	\$ 95,725			\$ 2,002,615
Taxes	0.593400	100	WC Payroll	45,504,337	\$ 270,023	Y	\$ 263,060	\$ 95,725
Non-Subject Premium:								
WC Excess	3.523700	100	Standard Premium	2,523,537	\$ 88,922			\$ 270,023
Special Taxes and Surcharges:								
WC 0834439 CT	0.399500	100	WC Payroll	45,504,337	\$ 181,790	Y	\$ 177,105	\$ 88,922
WC 0834439 IL	see audit	see audit	see audit	see audit	\$ 1,015			\$ 181,790
WC 0834439 IN	see audit	see audit	see audit	see audit	\$ 210			\$ 1,015
WC 0834439 ME	see audit	see audit	see audit	see audit	\$ 2			\$ 183
WC 0834439 MA	see audit	see audit	see audit	see audit	\$ 1,020			\$ 2
WC 0834439 NJ	see audit	see audit	see audit	see audit	\$ 895			\$ 1,020
WC 0834439 PA	see audit	see audit	see audit	see audit	\$ 3,601			\$ 895
WC 0834439 VT	see audit	see audit	see audit	see audit	\$ 859			\$ 3,601
WC 0834440 CA	see audit	see audit	see audit	see audit	\$ 20			\$ 859
SUBTOTAL:					\$ 44,464			\$ 20
								\$ 44,464

SUBTOTAL INSURANCE COST: \$ 688,518

LESS Deferred Premium/Loss Provision not due as of the issue date:
Retained Amounts and ALAE

Subtotal \$ 2,691,133

\$ 2,002,615

LESS Total Premium and Loss Provision Paid to Date:

\$ 2,002,615

\$ 711,230

TOTAL DUE UPON RECEIPT:

\$ (22,712)

American International Group, Inc.

One Canal Drive
 300 City Hall
 New York, NY 10007

Contract #:	572951	Inception Date:	12/31/05	Region:	Boston	Issue Date:	07/26/2007
Insured Name:	Excel Staffing Services	Expiration Date:	12/31/06	Credited Divisions:	59	Valued as of:	07/31/2007
Policy #:	WCST31684, WCST31690, WCST31689			Booked Divisions:	59	Revision #:	
						Adjuster:	Jana Vegas

Program Adjustment

PROGRAM COMPONENTS:	Rate	Per	Rating Basis Type	Basic Amount (Excess)	Actual Premium (a/b/c)	Min Premium	Max Premium	Chargeable Premium
Provision for Losses:								
Retained Amounts and ALAE								
Reimbursable or Deductible Losses & ALAE								
Workers Compensation	1.000000	1	Ultimate Losses	2,475,569	\$ 2,475,569	\$ -	\$ -	\$ 2,475,569
Subject Premium:	1.000000	1	Ultimate Losses	210,141	\$ 210,141	\$ -	\$ -	\$ 210,141
Basic	0.090000	1	Ultimate Losses	2,685,710	\$ 2,685,710	\$ -	\$ -	\$ 2,685,710
Clinical Services Fees	18.366500	100	Standard Premium	3,504,311	\$ 3,504,311	\$ 277,300	\$ -	\$ 241,714
Taxes	4.626700	100	Standard Premium	3,504,311	\$ 162,134	\$ -	\$ -	\$ 643,619
Non-Subject Premium:								
WC Excess	12.732100	100	Standard Premium	3,504,311	\$ 446,172	\$ 192,232	\$ -	\$ 162,134
Special Toward Surcharge:								
WCST31680 CA	see audit	see audit	see audit	see audit	\$ -	\$ -	\$ -	\$ 446,172
WCST31689 CT	see audit	see audit	see audit	see audit	\$ 133,817	\$ -	\$ -	\$ 133,817
WCST31689 IL	see audit	see audit	see audit	see audit	\$ 945	\$ -	\$ -	\$ 945
WCST31689 IN	see audit	see audit	see audit	see audit	\$ 215	\$ -	\$ -	\$ 215
WCST31689 ME	see audit	see audit	see audit	see audit	\$ 4	\$ -	\$ -	\$ 4
WCST31689 MA	see audit	see audit	see audit	see audit	\$ 2,135	\$ -	\$ -	\$ 2,135
WCST31689 NJ	see audit	see audit	see audit	see audit	\$ 2,971	\$ -	\$ -	\$ 2,971
WCST31689 PA	see audit	see audit	see audit	see audit	\$ 1,051	\$ -	\$ -	\$ 1,051
WCST31689 VT	see audit	see audit	see audit	see audit	\$ 262	\$ -	\$ -	\$ 262
	see audit	see audit	see audit	see audit	\$ 14	\$ -	\$ -	\$ 14
SUBTOTAL - NOT INCLUDED IN MAX:								\$ 4,320,784

SUBTOTAL INSURANCE COST:

LESS Deferred Premium/Loss Provision not due as of the issue date:
 Retained Amounts and ALAE
 Actual Reimbursable and Self-Insured Losses & ALAE
 Subtotal

LESS Total Premium and Loss Provision Paid to Date

SUBTOTAL

TOTAL DUE UPON RECEIPT:

For Adjuster Use Only - Not Billable

Worksheet to determine Incurred Subject Losses (Agg Stop Amendment)
 1. Incurred Losses
 a. Retained Amounts and ALAE



<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece or on the front if space permits.</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Recipient's (Printed Name) <u>[Signature]</u> C. Date of Delivery <u> </u></p>	
<p>1. Article Addressed to:</p> <p>Excel Staffing Services, Inc. 3347 Scottsdale Road Suite 135 Scottsdale, Arizona 85266 Attn: Shannon M. Day Chief Financial Officer</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>2. Article Number <u>7004 2890 0004 8853 2769</u> (Transfer from service label)</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>PS Form 3811, February 2004</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p> <p>Domestic Return Receipt</p> <p>102395-02-01-1040</p>	



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**Linda Martin Barber**

Certified Arbitrator

**Personal Information**

Address: P.O. Box 208
43 Miller Avenue
Chautaugua, NY 14722

Phone: 716-357-9292
Cell: 609-504-9485
Fax: 716-357-9292
Email: lbarber@navigantconsulting.com

Current Employment

Company: **Navigant Consulting, Inc.**

Position: Managing Director, Consulting practice devoted to insurance and reinsurance matters.

Address: Navigant Consulting, Inc.
1009 Lenox Drive, Bldg. 4 - Suite 101
Lawrenceville, NJ 08648

Phone: 609-219-8786
Fax: 609-219-8701
Email: lbarber@navigantconsulting.com

Attorney: Yes

Previous Employment

Company: **International Insurance Company, 1994-1997**

Position: Director, SVP - Claims (direct and assumed)

Company: **CIGNA Companies, 1981-1994**

Position: VP, Major Claims 1990-1994; Assistant General Counsel 1981-1990 (responsible for counseling direct and assumed operations, including management of litigation and reinsurance disputes)

Company: **Ballard, Spahr, Andrews & Ingersoll, 1976-1981**

Position: Associate, Litigation Department.

Credentials

Member, Pennsylvania Bar; Chatham College, B.A. cum laude; Phi Beta Kappa; Temple University, J.D. cum laude; Editor, Law Review.

Principal Areas of Insurance/Reinsurance Experience

Claims, including APH, allocation issues; underwriting, accounting, and regulatory issues from years as counsel to domestic operations

Other Information

Invited member, Reinsurance Dispute Resolution Task Force 1997-1999; Director, Pollution Liability Insurance Association 1994-1996; Extensive reinsurance arbitration experience as counsel for CIGNA's P&C companies including U.S., U.K., and French arbitrations

Years of Experience

Insurance Company: 17

Reinsurance Company: 13

Law Firm (Insurance/Reinsurance Practice): 5

Other: Consulting on insurance/reinsurance issues 9

Number of Arbitrations

As an Arbitrator: **14**

Completed Arbitrations (Award Issued)

As an Arbitrator: **3**

Search Keywords**Professional Background**

- Attorney
- Claims Department
- Legal Department
- Former Insurance Company Officer
- Former Reinsurance Company Officer

Insurance

- Antitrust
- Asbestos
- Audit
- Captives/Risk Retention Groups
- Commercial Liability
- Environmental/Pollution
- Excess/Surplus Lines
- Fidelity & Surety
- MGA/MGU
- Personal Lines
- Political Risk
- Product Liability
- Professional Liability/Errors & Omissions
- Regulatory/Licensing
- Third Party Administrator
- Toxic Torts
- Workers' Compensation

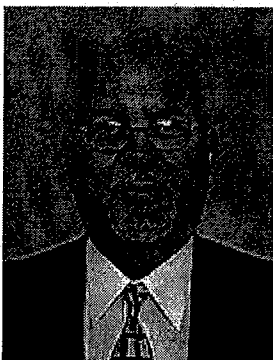
Reinsurance

- Asbestos
- Audit
- Environmental/Pollution

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**Nasri H. Barakat**

Certified Arbitrator

**Personal Information**

Address: 353 East 72nd Street
Apt # 4D
New York, NY 10021

Phone: 646-707-0157

Cell: 214-912-9848

Fax: 646-224-8404

Email: nasrib@nhbarakat.com

Current Employment

Company: **II&RCS, Inc., (International Consultants)**

Position: President/Owner: arbitrations & mediations, litigation support & management, reinsurance & insurance inspections, expert testimony, due diligence, collections, liquidation management, run-off management.

Address: 353 East 72nd Street
Apt # 35A
New York, NY 10021

Phone: 646-707-0157

Cell: 214-912-9848

Fax: 646-224-8404

Email: iircsinc@ipa.net

Website: **www.nhbarakat.com**

Attorney: Yes

Previous Employment

Company: **Old American Insurance Services, Inc., Dallas, TX**

Position: Marketing Commercial excess & surplus lines underwriting, ceded reinsurance & fronting programs

Company: **Republic Insurance Company, Dallas, TX**

Position: Ceded & assumed reinsurance inspections, commutations, liquidations, arbitration & litigation management.

Company: **National American Insurance Company
Chandler Insurance Company, Ltd.**

Position: President; VP underwriting & reinsurance

Credentials

Lebanese University of Beirut Law School (JD, with honors-1973); fluent in English, French, Arabic.

Principal Areas of Insurance/Reinsurance Experience

In excess of 30 years of insurance and reinsurance experience in the United States, Europe and the Middle East. Currently serve as arbitrator to the insurance and reinsurance industry. Prior work experience includes responsibilities in the following technical areas:

- As an executive of insurance and or reinsurance company, was responsible for ceded and assumed reinsurance audits, commutations, liquidations, and arbitration and litigation management, underwriting and marketing commercial excess and surplus lines, ceded reinsurance, and specialty Lines programs.
- As a member of the Committee of Inspection of the largest reinsurance company liquidation in the US, was a member of a team in charge of oversight of this liquidation.
- As Chairman of the run-off Committee of a pool of reinsurers, which was a part of the largest insurance company liquidation in the US, was in

Years of Experience

Insurance

Company: 13

Reinsurance

Company: 16

Other: Expert Witness

- 14 times

Number of Arbitrations

As an Arbitrator: **62**

As an Umpire: **12**

Completed Arbitrations (Award Issued)

As an Arbitrator: **9**

As an Umpire: **5**

Number of Mediations

As Mediator: **5**

charge of oversight of the workings of this pool, including but not limited to billings, commutations, arbitrations and a host of related administrative matters.

- As president of a US insurance company licensed in 47 states, and vice-president of an affiliated reinsurance company, was responsible for the placement of outward reinsurance, underwriting and marketing specialty programs, captive arrangements and managing general agency operations management.
- As an officer of a large domestic insurance company, I underwrote, marketed and managed a book of large primary casualty and property, excess, direct, reinsurance (facultative and treaty), domestic, and international business.
- As a commercial claims specialist, handled property and casualty claims in several countries located in the Middle-East.

Alternative Dispute Resolution Experience:

- Since 1994 have served as chairman in over ten insurance and reinsurance arbitrations. Also served as party appointed, neutral or sole arbitrator in over 50 insurance and reinsurance arbitrations. In addition, served as a mediator in five mediations, including court ordered mediations and expert witness in 13 cases.

The arbitrations varied in size from \$100,000 to \$75 million. They involved issues including, but not limited to: summary judgment, rescission due to misrepresentations and mishandling of claims, asbestos and environmental liability, pollution, bad faith and extra-contractual obligations allocations, underwriting and claims disputes, financial risk underwriting, professional liability, builders risks, aggregate allocations disputes, number of occurrences and other general commercial property and casualty disputes.

Other Information

Expertise includes primary & excess, direct, reinsurance (facultative & treaty), domestic & international business.

Search Keywords

Professional Background

- Attorney
- Underwriter
- Claims Department
- Finance Department
- Legal Department
- Former Insurance Company Officer
- Former Reinsurance Company Officer

Insurance

- Architects & Engineers
- Asbestos
- Audit
- Automobile Liability/Property
- Captives/Risk Retention Groups
- Commercial Liability
- Commercial Property
- Commutations
- Directors & Officers
- Environmental/Pollution
- Fidelity & Surety
- Product Liability
- Professional Liability/Errors & Omissions
- Retrospective Rating
- Toxic Torts
- Workers' Compensation

Reinsurance

- Commutations
- Contract Wording
- Facultative
- Treaty

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**Sylvia Kaminsky**

ARIAS-U.S. Umpire

**Current Employment**Company: **Self-employed**

Position: Insurance/Reinsurance consultant, arbitrator and attorney

Address: 405 Park Street
Upper Montclair, NJ 07043

Phone: 973-783-6031

Fax: 973-783-6031

Email: SYL193@aol.com

Attorney: Yes

Previous EmploymentCompany: **Gerling Global Reinsurance Corporation of America**

Position: 2000-2003 - Sr. V.P. Claims & Legal Counsel
Responsible for legal matters including all arbitrations and litigations; supervised and managed claim staff, handled and coordinated all commutations, claim payments, retrocession recoveries and audits.
1998-2000 - Deputy General Counsel & Deputy Corporate Secretary
Responsible for counseling all departments within company; handled arbitrations and litigations, interpreted, drafted and developed reinsurance agreements and contract wordings; addressed regulatory matters.

Company: **Constitution Reinsurance Corporation, 1995-1998**

Position: Sr. V.P., General Counsel & Corporate Secretary - responsible for all legal activities supporting business units; handled all arbitrations and litigations; oversaw all regulatory matters; drafted reinsurance agreements.

Company: **Private law practice, 1980-1994**

Position: Provided all aspects of legal services to domestic and foreign insurers and reinsurers.

Credentials

Admitted to practice in New York State Courts; admitted in Federal Courts - Southern and Eastern Districts of New York, District of Arizona, Ninth Circuit Court of Appeals; American Arbitration Association, Commercial Panel.

Principal Areas of Insurance/Reinsurance Experience

Reinsurance arbitration and litigation; Complex claims including coverage analysis; Contract wording

Other Information

American Arbitration Association - Panel of Commercial Arbitrators, Member of NASD Arbitrator Panel, Member of Arbitration Panel of International Institute for Conflict Prevention/Resolution, Member of Federation of Defense and Corporate Counsel of American Corporate Counsel Association, Association of Professional Insurance Women. Former member of the Reinsurance Association of America Law Committee and Reinsurance Dispute Task Force Sylvia Kaminsky has been in the insurance/reinsurance industry for more than 25 years having extensive experience in the conduct and supervision of insurance and reinsurance disputes. From 1995-1998, Ms. Kaminsky was Senior Vice President, General Counsel and Corporate Secretary of Constitution Reinsurance Corporation (CRC). In this position she was responsible for all legal activities supporting the business operations of the company including the handling of all arbitrations and litigations, overseeing regulatory matters, drafting reinsurance agreements and corporate

Years of ExperienceReinsurance
Company: 8Law Firm
(Insurance/
Reinsurance
Practice): 14**Number of Arbitrations**

As an Arbitrator: 47

As an Umpire: 13

As Counsel: 25+

Completed Arbitrations (Award Issued)

As an Arbitrator: 9

As an Umpire: 12

As Counsel: 10+

Number of Mediations

As Mediator: 1

As Counsel: 2

contract, and commutations. Ms Kaminsky served on the Board of Directors of CRC and on the Board of Directors of Sirius America Insurance Company, a managed company of CRC. In 1998, CRC was acquired by Gerling Global Reinsurance Corporation where she became Senior Vice President of Claims where she oversaw the claims and litigations as well as the supervision and management of the claims staff. She coordinated all legal and claim departments of two major reinsurance companies, Ms. Kaminsky worked for 14 years in private law practice providing all aspect of legal services to domestic and foreign insurance and reinsurance companies. Ms. Kaminsky is a certified ARIAS-U.S. arbitrator. She is a member of the Federation of Defense and Corporate Counsel, The American Corporate Counsel Association, and Association of Professional Insurance Women. She was a former member of the Reinsurance Association of America Law Committee and Reinsurance Dispute Task Force. Ms. Kaminsky is admitted to practice law in New York State and the federal courts in the Eastern and Southern Districts of New York, the District of Arizona and the Ninth Circuit Court of Appeals.

Search Keywords

Professional Background

- Attorney
- Claims Department
- Legal Department
- Former Reinsurance Company Officer

Insurance

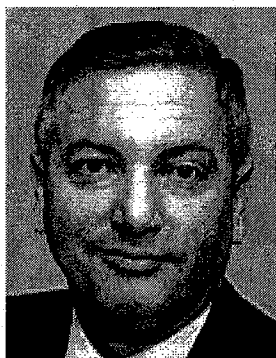
- Audit
- Commercial Liability
- Contract Wordng
- Directors & Officers
- Environmental/Pollution
- Product Liability
- Professional Liability/Errors & Omissions
- Toxic Torts

Reinsurance

- Asbestos
- Audit
- Commercial Liability
- Commercial Property
- Commutations
- Contract Wordng
- Environmental/Pollution
- Facultative
- MGA/MGU
- Product Liability
- Toxic Torts
- Treaty

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Roger M. Moak

ARIAS-U.S. Umpire



Current Employment

Company: **Self-employed**

Position: Offering services as an arbitration umpire, party arbitrator, mediator, expert witness, consultant, and regulatory counsel.

Address: 930 Fifth Avenue
Apartment 9-E
New York, NY 10021-2651

Phone: 212-472-4847

Fax: 212-472-4847

Email: rm@rogermoak.com

Attorney: Yes

Previous Employment

Company: **Risk Enterprise Management Limited (REM is member company of Zurich Financial Services) - 1996-2003**

Position: Executive Vice President, General Counsel and Corporate Secretary 1995-2003. Chief legal officer of the licensed third-party administrator, initially created by Zurich in 1995 to manage The Home's run-off, but which, by 2003, had 160 clients and was listed as the sixth largest TPA by Business Insurance magazine.

Company: **The Home Insurance Companies, including U.S. International Reinsurance Company (The Home) - 1991-1995**

Position: Senior Vice President and General Counsel 1991-2003, Head of Corporate Claims 1994-1995, Corporate Secretary 1991-1993. Chief legal officer of what was then among the largest commercial property-casualty insurance companies (over \$2.5 billion in annual revenues, over 3000 employees).

Company: **Insurance Services Office, Inc. (ISO) - 1980-1991**

Position: Senior Vice President and General Counsel. Chief legal officer of the property-casualty insurance industry's largest licensed advisory and statistical organization. (ISO has over \$400 million in annual revenues and over 2,500 employees.)

Company: **Speiser & Krause, P.C. - 1970-1980**

Position: Member of the firm. Litigated wide variety of commercial contract and tort cases, including cases for and against insurance companies, for firm nationally known for litigation.

Credentials

Bachelor of Science, Cornell University; Juris Doctor, Georgetown University Law Center. Admitted to practice law in New York and in the District of Columbia and before the U.S. Supreme Court, the U.S. Courts of Appeal for the Second, Seventh, and D.C. Circuits, the U.S. District Courts for the Southern and Eastern Districts of New York and the District of Columbia, and the U.S. Tax Court. Appointed to six three-year terms on the Committee on Insurance Law of the Association of the Bar of the City of New York, including one three-year term as Chairman. Elected President of the Insurance Federation of New York, Inc. in 1998 and re-elected each year until 2005, when elected Chairman of the Board of Directors. Member, ARIAS-US, American Bar Association (Section on Dispute Resolution, Section on Business Law, Section on Tort, Trial and Insurance Practice), District of Columbia Bar, International Association of Insurance Receivers, Association of Corporate Counsel.

Principal Areas of Insurance/Reinsurance Experience

Years of Experience

Insurance Company: 12

Reinsurance Company: 12 (concurrent)

Law Firm (Insurance/ Reinsurance Practice): 10

Other: 11 years at Insurance Services Office, Inc. (ISO), 7 years as GC

Number of Arbitrations

As an Arbitrator: 18

As an Umpire: 12

Completed Arbitrations (Award Issued)

As an Arbitrator: 2

As an Umpire: 2

Property-casualty insurance, especially the legal and regulatory issues relating to coverage, forms, rating, national accounts, commercial and specialty lines, reinsurance, litigation management, environmental, mass tort, and other complex claims, class actions, run-off management, insolvency. Life insurance, especially misrepresentation cases.

Other Information

Ten years experience in a nationally known litigation boutique law firm, followed by almost 20 years experience as an insurance industry general counsel--as well as many years of significant service in industry and professional organizations--have prepared me well to understand and to resolve both the procedural and substantive issues presented in insurance and reinsurance arbitrations. Formal mediation training from: ABA Section on Dispute Resolution, Association of the Bar of the City of New York

Search Keywords

Professional Background

- Attorney
- Claims Department
- Legal Department
- Former Insurance Company Officer
- Former Reinsurance Company Officer

Insurance

- Antitrust
- Asbestos
- Commercial Liability
- Commercial Property
- Commutations
- Construction Defects
- Contract Wording
- Directors & Officers
- Environmental/Pollution
- Life
- MGA/MGU
- Product Liability
- Professional Liability/Errors & Omissions
- Receivership
- Retrospective Rating
- Third Party Administrator
- Toxic Torts
- Workers' Compensation

Reinsurance

- Asbestos
- Environmental/Pollution

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**Debra J. Roberts**

ARIAS-U.S. Umpire

**Current Employment**Company: **Debra Roberts & Associates, Inc.**

Position: CEO

Provides services to the Insurance and reinsurance industry as party-appointed arbitrator, umpire, testifying expert and consultant for arbitrations and litigations.

Address: 877 Island Avenue, #316
San Diego, CA 92101

Phone: 619-546-9770

Fax: 619-546-9781

Email: debra.roberts@cox.net

Attorney: No

Previous EmploymentCompany: **The following Swiss Re Group companies:**

- North American Reassurance Company, New York, NY - Senior Underwriter
- Atrium Corporation, New York, NY - Vice President
- European International Reinsurance Co. Ltd., Bridgetown, Barbados - Vice President

Position: Officer of property/casualty reinsurer, life/health reinsurer, and reinsurance intermediary. Traditional and finite risk underwriting experience; capital markets, merger & acquisition and investment responsibilities.

Credentials

MBA Finance, Chartered Financial Analyst

Principal Areas of Insurance/Reinsurance Experience

Underwriting, traditional and finite risk, property/casualty and life/health; international capital markets, merger & acquisition and investment strategy; arbitration and litigation.

Other Information

- ARIAS-U.S. Umpire List.
- Served as expert witness for 10 arbitrations (6 in U.S., 4 in U.K.) and 4 litigations (U.S. federal and state courts).
- Panel member, ARIAS U.K.

Years of Experience**Insurance**

Company: 2

Reinsurance

Company: 10

Other:Arbitrator/Expert/Consultant
13**Number of Arbitrations**

As an Arbitrator: 16

As an Umpire: 4

Completed Arbitrations (Award Issued)

As an Arbitrator: 2

As an Umpire: 1

Search Keywords**Professional Background**

- Broker
- Underwriter
- Former Reinsurance Company Officer

Insurance

- Alternative Risk/Finite Risk/Self Insurance

Reinsurance

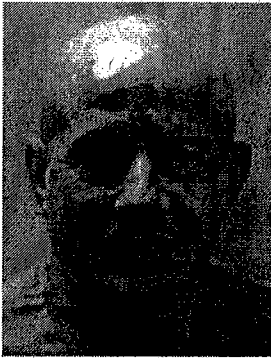
- Alternative Risk/Finite Risk/Self Insurance
- Asbestos

- Asbestos
- Disability
- Financial
- Guarantee
- Mergers & Acquisitions
- Product Liability
- Workers' Compensation
- Commercial Liability
- Commutations
- Contract Wording
- Disability
- Facultative
- Financial Guarantee
- Mergers & Acquisitions
- Product Liability
- Regulatory/Licensing
- Treaty
- Workers' Compensation

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**Richard L. White**

ARIAS-U.S. Umpire

**Personal Information**

Address: 58 Pine Blvd.
Cedar Knolls, NJ 07927

Phone: 973-292-2421

Current Employment

Company: **Integrity Insurance Company in Liquidation, MIIX Insurance Company in Rehabilitation**

Position: Deputy Liquidator/Deputy Rehabilitator - Responsible for orderly wind-up of the Estate's obligations affecting claims allowance, reinsurance collections and litigation management.

Address: 625 From Road
Paramus, NJ 07652

Phone: 201-261-8938

Fax: 201-262-0249

Email: deputy@licil.org

Attorney: No

Previous Employment

Company: **The Resolution Group (a subsidiary of Talegen & Crum & Forster)**

Position: Sr. VP, responsible for establishing financial, systems, and human resources functions for insurance run-off organizations as a result of restructuring plan approved by Insurance Departments of all fifty states.

Credentials

Certified Public Accountant

Principal Areas of Insurance/Reinsurance Experience

Financial (Insurance/Reinsurance); Commutation/Collection of Reinsurance; Allocation of Reinsurance.

Other Information

Investment Income Chapter: Property-Liability Insurance Textbook, The College of Insurance 1984; Mealey's Insurance Insolvency: "Receivership: A Generational Commitment or Expeditious Solution," June 1, 1996; Mealey's Insurance Insolvency: "Aggiornamento: A Tonic for Insolvencies", October 10, 1996; Mealey's Insurance Insolvency: "Truncation and Reinsurer Objections," May 7, 1997; Best's Review: What Am I Bid? - "An Endgame for Receiverships;" Mealey's Environmental Conference: "Insolvency Clause - "The Emperor's Old Clothes," November, 1997. Mealey's Litigation Reports: "Reinsurance; Alternatives to Estimation of Claims and Acceleration of Reinsurance Recoverables," May 6, 1999. Mealey's Insurance Insolvency Conference: "Early Closing of Insolvent Insurers." Outsourcing to Guarantee Associations, May 2-3, 1999. Mealey's Reinsurance: "Me Judice" (under nom de plume Pollux), March 17, 2005.

Years of Experience

Insurance Company: 13

Reinsurance Company: 2

Other: Insolvency for 13 years

Number of Arbitrations

As an Arbitrator: **27**

As an Umpire: **29**

Completed Arbitrations (Award Issued)

As an Arbitrator: **16**

As an Umpire: **16**

Search Keywords**Professional Background**

- Finance Department
- Active Insurance Company Officer

- Former Reinsurance Company Officer

Insurance

Reinsurance

- Asbestos
- Audit
- Commercial Liability
- Commercial Property
- Commutations
- Environmental/Pollution
- Facultative
- Financial Guarantee
- Mergers & Acquisitions
- MGA/MGU
- Product Liability
- Receivership
- Retrospective Rating
- Third Party Administrator
- Treaty

- Audit
- Facultative
- Financial Guarantee
- Product Liability

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Ecommerce Solutions, Shopping Cart Software, Web Content Management, Internet Marketing

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 50E

101981.41

Pleadings

In the Matter of the Application of NATIONAL UNION
FIRE INSURANCE COMPANY OF PITTSBURGH, P.A.,
on behalf of itself and each of the related insurers that
provided coverage to respondent,

DECISION AND ORDER

Index No.: 120192/02

Petitioner,

For an Order Appointing an Arbitrator in an Arbitration
Proceeding

-against-

DYNEER CORPORATION

Respondent.

WILLIAM A. WETZEL, J.:

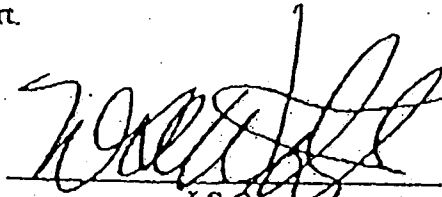
Petitioner brings this proceeding pursuant to CPLR §7504 seeking the appointment of a
neutral arbitrator due to the failure of the parties to agree.

While the parties do not agree even as to the reasons for the disagreement there can be no
doubt that they have been unable to designate a mutually agreeable "umpire" pursuant to the
terms of the arbitration agreement.

The agreement specifically provides for the appointment by this Court in the event of such
a stalemate. This Court has reviewed candidates from the list maintained by "ARIAS U.S." and
designates Mr. Donald T. DeCarlo of 200 Manor Road, Douglaston, NY 11363. This Court is
satisfied that he meets all of the necessary qualifications and has substantial experience as an
arbitrator and umpire. In the event Mr. DeCarlo is unable or unwilling to serve, this Court
appoints James J. Powers of 133 Grandview Lane Mahwah, NJ 07430.

This constitutes the Decision and Order of this Court.

Dated: New York, NY
July 22, 2003


J.S.C.



WEB FORM
COPY

STATE OF ARIZONA
CORPORATION COMMISSION
CORPORATION ANNUAL REPORT
& CERTIFICATE OF DISCLOSURE

AZ Corp. Commission
02090775



DUE ON OR BEFORE 04/09/2007

FORM 07

FILING FEE \$43.00

The following information is required by A.R.S. §§ 10-101 & 10-1101 for all corporations organized pursuant to Arizona Revised Statutes, Title 10. The Commission's authority to prosecute, civil or criminal, any person who fails to file this report is provided by A.R.S. §§ 10-101 & 10-1101. YOUR REPORT MUST BE SUBMITTED ON THIS ORIGINAL FORM. Make changes or attachments to this document. Information for this report should reflect the current status of the corporation. See instructions on page 4 for proper filing.

1. -0873019-7

EXCEL STAFFING SERVICES, INC.
1818 N 78TH WAY STE 207
SCOTTSDALE, AZ 85260

33747 N SCOTTSDALE RD. # 135
SCOTTSDALE, AZ 85260

* TELEPHONE NUMBER/TELEPHONE NUMBER CONTACT THE COMMISSION AT 602-542-1234

Business Phone:

(Business phone is optional)

State of Incorporation: ARIZONA

Type of Corporation: BUSINESS

2.

Secretary Agent: CLIFFORD BLAKE
Mailing Address: 33747 N SCOTTSDALE RD. # 135
City, State, Zip: SCOTTSDALE, AZ 85260

Physical Address: 33747 N SCOTTSDALE RD. # 135

Is it different?

Physical Address: 33747 N SCOTTSDALE RD. # 135
City, State, Zip: SCOTTSDALE, AZ 85260

33747 N SCOTTSDALE RD. # 135
SCOTTSDALE, AZ 85260

The this box only is appointing a new Secretary Agent

ADDRESSES ONLY

New: _____

Former: _____

Former: _____

Former: _____

Former: _____

If appointing a new secretary agent, the new agent MUST consent to that appointment by signing below:

I, _____, do hereby consent to my appointment as Secretary Agent of the above corporation and my removal or resignation pursuant to law.

Signature of new Secretary Agent

Printed Name of new Secretary Agent

3. Secondary Address:

(If your Corporation has
a secondary address, complete
this section.)

RECEIVED

JUL 17 2007

ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

4. Check the one category below which best describes the CHARACTER OF BUSINESS of your corporation.

BUSINESS CHARACTERIZATION

- 1. Agriculture
- 2. Manufacturing
- 3. Retail
- 4. Wholesale
- 5. Service
- 6. Transportation
- 7. Public Utilities
- 8. Government
- 9. Education
- 10. Health Care
- 11. Entertainment
- 12. Real Estate
- 13. Legal Services

- 14. Consulting
- 15. Other
- 16. Other
- 17. Other
- 18. Other
- 19. Other
- 20. Other
- 21. Other
- 22. Other
- 23. Other
- 24. Other
- 25. Other
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- 43. Other
- 44. Other
- 45. Other
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- 50. Other

TELEPHONE CHARACTERIZATION

- 1. Telephone
- 2. Other
- 3. Other
- 4. Other
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- 50. Other

8873019-7 ENCEL STAFFING SERVICES, INC.

Page 2

6. CAPITALIZATION: (Business Corporations and Business Trusts are **REQUIRED** to complete this section.)

Business trusts must indicate the number of transferable certificates held by business withholding their beneficial interest in the trust estate. PLEASE PRINT OR TYPE CLEARLY.

6a. Please enclose the corporation's original Articles of Incorporation for the amount of shares authorized.

Number of Shares/Certificates Authorized 2,000,000 Class Common ST. Indicate Which Class (if any)
2,000,000 Preferred Stock

6b. Review all corporation record books to determine if the original number of shares has changed. Complete the corporation's return for the number of shares issued.

Number of Shares/Certificates Issued 1,251,999 Class Common. Indicate Which Class (if any)
50,000 Preferred Stock-K

7. SHAREHOLDERS: (Business Corporations and Business Trusts are **REQUIRED** to complete this section.)

List shareholders holding more than 20% of any class of shares issued by the corporation, or having more than a 20% beneficial interest in the corporation. PLEASE PRINT OR TYPE CLEARLY.

Name CLIFF BLAKE Name
NONE ☐ Name Name

7. OFFICERS: PLEASE PRINT OR TYPE CLEARLY. YOU MUST LIST AT LEAST ONE.

Name CLIFF BLAKE Name SHANNON TRAY
Title PRESIDENT Title CHIEF FINANCIAL OFFICER
Address 33747 N. SCOTTSDALE ROAD Address 33747 N. SCOTTSDALE RD, #135
SCOTTSDALE, AZ 85266 SCOTTSDALE, AZ 85266

Date taking office: 6-7-1999 Date taking office: 3-15-07
Name Name
Title Title
Address Address

Date taking office: Date taking office:

8. DIRECTORS: PLEASE PRINT OR TYPE CLEARLY. YOU MUST LIST AT LEAST ONE.

Name CLIFF BLAKE Name
Address 33747 N. SCOTTSDALE ROAD Address
SCOTTSDALE, AZ 85266

Date taking office: 6-7-1999 Date taking office:
Name Name
Address Address
Date taking office: Date taking office:

<http://images.azcc.gov/scripts/cgi/dwispart2.pl?COMMAND=4&SESSIONID=CcEjyBoW4gbHH...> 8/14/2008